



**Borough of Kenilworth
Union County, New Jersey
Specifications and Bidding Documents**

**For
Single Stream
Recycling Collection**

Tuesday, June 6, 2017

Bid Opening Date: **Tuesday, June 6, 2017** (10:00 am)
Borough Clerks Office – Second Floor
Kenilworth Municipal Building
567 Boulevard
Kenilworth, NJ 07033

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I – NOTICE TO BIDDERS

**BOROUGH OF KENILWORTH
DEPARTMENT OF PUBLIC WORKS
DIVISION OF SOLID WASTE/RECYCLING**

NOTICE TO BIDDERS

INVITATION FOR BIDS - RECYCLING COLLECTION

Sealed bids will be received by the Borough Clerk of the Borough of Kenilworth at the Municipal Building, 567 Boulevard, Kenilworth, New Jersey 07033 on Tuesday, June 6, 2017 at 10:00 A.M.

Bids shall be submitted on the regular proposal form in a sealed envelope and shall be clearly marked on the outside with the name of the bidder and

“BID FOR RECYCLING COLLECTION”

Bid proposals and all required documents must be completed and submitted by the date as set forth above. All documents in the Bid Package must accompany the bid proposal. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 Et Seq.

The selected Bidder must be prepared to enter into a contract embodying the terms of the proposal with the Borough immediately upon award by the Borough Council.

Proposal sheets and specifications may be obtained at the office of the Borough Clerk during any business day between the hours of 9:00 A.M. and 4:00 P.M.

Bidder must include a current Business Registration Certificate issued by the State of New Jersey.

A Bid Bond in the amount of 10% of the bid, of the total amount of the bid or ten-thousand dollars (\$10,000.00), whichever is lower, must be included in the Bid.

The Borough of Kenilworth reserves the right to reject any or all bids, and to waive immaterial formalities, or to accept any bid which, in the opinion of the Borough, will be in the best interest of the Borough.

Laura Reinertsen, RMC, CMR
Borough Clerk

II. INSTRUCTIONS TO BIDDERS

- A. Defined Terms – The terms used in the instructions to bidders are defined in the General and Supplementary Conditions. The term “successful bidder” means the bidder to whom the Borough of Kenilworth, on the basis of its evaluation, makes an award.
- B. Copies of Bidding Documents – Information regarding the examination and procurement of bid documents may be found in the Notice to Bidders. Complete sets of bidding documents must be used in preparation of bids. The bidder shall take full responsibility for any errors or misinterpretations caused by the use of incomplete documents.
- C. Qualifications of Bidders – Each bidder must be prepared to submit written evidence to the Borough of Kenilworth of its qualifications to perform the work.
- D. Examination of Contract Documents and Site – Before submitting a bid, each bidder shall examine the contract documents completely, inspect the Borough and familiarize him/herself with any site conditions that may affect the cost, progress or performance of the work, become familiar with any Federal, State, or Local Laws and ordinances that may affect the cost or performance of the work, and review both the bid documents and bidders observations to ascertain the effects of all pertinent information on the cost of performance of the work.

Submission of a bid constitutes a representation that the bidder has complied with all the requirements of these specifications. The bidder further represents that the contract documents are sufficiently clear and detailed to convey understanding of all the terms and conditions for the performance of the work.

- E. Bid Security – Each bidder shall submit a bid deposit in an amount equal to ten percent (10%) of the base bid, or ten-thousand dollars (\$10,000.00), whichever is less. Bid deposits shall be in the form of a certified bond provided by a company licensed to do business in the State of New Jersey.

Bidders shall also provide a Consent of Surety from a surety company licensed to do business in the State of New Jersey, and with an A.M. Bests rating of B+ or better, showing evidence that they will provide a Performance Bond in the full amount of the contract if the bid is awarded to the bidder. In lieu thereof, the equivalent as to an irrevocable letter of credit may be provided.

The bid security of the successful bidder will be retained until said bidder has executed the contract and provided the required performance bonds. At that time it will be returned. If the successful bidder fails to execute the contract and provide performance guarantees within fifteen (15) days after the notice of award, the Borough of Kenilworth may void the award and the bid security will be forfeited.

The bid security of the three (3) apparent lowest bidders may be retained by the Borough of Kenilworth until the sixty-first (61) day after the bid openings. The bid security of all other bidders will be returned within ten (10) days of the bid opening.

- F. Contract Time – The contract shall commence: Monday, July 3, 2017 through June 30, 2020 as specified in the Bid Award. Container service shall commence Monday, July 3, 2017. Curbside pickup shall commence: Wednesday, July 5, 2017.
- G. Preparations of Bids – The bid form is contained within the contract documents. Bids must be submitted on the prescribed form, completed in ink, with the bid price of each item stated in figures.

Bid forms shall not be removed from the contract documents but shall be submitted with the completed volume of documents with all pages correctly assembled.

Bids by corporations shall be executed in the corporate name by an authorized corporate officer. The corporate seal must be affixed and attested likewise by an authorized corporate secretary or like officer. The corporate address, phone number, and state of incorporation shall be shown below this signature.

- H. Submission of Bids – Bids shall be submitted at the time and place indicated in the Notice to Bidders. Bids submitted by mail shall not be the responsibility of the Borough of Kenilworth. Bids shall be clearly marked **“Bid for Recycling Collection”**.
- I. Modification and Withdrawal of Bids – Bids may be modified or withdrawn by an appropriate document delivered to a place where bids are submitted at any time prior to the opening of the bids.
- J. Bid Opening – Bids will be opened publicly and read aloud at the time and place specified in the notice to bidders. Bids received after the time specified will be returned unopened.
- K. Contract Award – The Borough of Kenilworth reserves the right to reject any and all bids, to waive any and all informalities and to negotiate non-biddable contract terms with the successful bidder and to disallow all non-conforming, non-responsive or conditional bids.

The Borough of Kenilworth may conduct any investigations it deems necessary to evaluate any bid and to establish the qualifications, responsibility and financial ability of the bidders and their associates, subcontractors and suppliers to perform the work in accordance with the contract documents and within the time frame specified.

The Borough of Kenilworth reserves the right to reject the bid of any bidder who does not pass any phase of the Borough’s evaluation.

If the bid is to be awarded, it will be awarded to the bidder who submits the lowest responsible bid that the Borough deems to be in the best interest to undertake.

The contract, if any, shall be awarded within sixty (60) days after the date of the bid opening. In accordance with the State Law, the three (3) lowest responsible bidders may be asked to extend their bids for an additional (30) day period, if deemed necessary by the Borough.

- L. Contract Execution – When the Borough of Kenilworth issues a notice of award to the successful bidder, it will be accompanied by three (3) unsigned sets of the contract. Within fifteen (15) days of said notice, the contractor shall sign all three (3) copies and return them to the Borough. Within ten (10) days after the receipt of the contracts from the Contractor, the Borough will execute the contract and return two copies to the Contractor.
- M. Bonding and Insurance Requirements – Bonding and Insurance Requirements shall be set forth in the General and Supplementary Conditions (Part II). Bonds and insurance certificates shall be submitted to the Borough together with the executed contracts.
- N. There shall be no assignment of the contract or any part thereof or of any money due or to become due thereon without the written consent of the Borough Council of the Borough of Kenilworth as expressed by Resolution.
- O. In accordance with N.J.S.A. 13:1E-29, the form of contract to be executed shall contain a paragraph providing for renegotiation of the contract in the event of a change in the Solid Waste Management Plan for the Union County Solid Waste District which affects the terms of the contract or any performance under the contract.
- P. Specification Interpretation – Should the bidder find discrepancies in, or omissions from, the specifications or other documents, or be in doubt as to the meaning of anything contained herein, said bidder shall at once notify the Borough Clerk, in writing, and the Borough Clerk shall submit written instructions of addenda to all who have requested a bid packet.

Every request for interpretation shall be in writing addressed to the Borough Clerk, 567 Boulevard, Kenilworth, NJ 07033 or by facsimile transmission at 908-276-7688. Such requests must be received by the Borough Clerk not fewer than three (3) days prior to the date set for receipt of bids. All addenda issued become part of the contract documents.

The contractor whose bid is accepted shall be held responsible for any loss or error arising from any misunderstanding of the requirements listed in the specifications.

III. General and Supplementary Conditions

A. Definitions

- 1. Addenda: Written or graphic instructions issued prior to the opening of the bids which clarify, correct, or change the bidding documents or the contract documents.
- 2. Agreement: The written agreement between the Borough of Kenilworth and the contractor covering the work to be performed; other contract documents are attached to the agreement and made a part thereof as provided therein.

3. Application for Payment: The form accepted by the Borough of Kenilworth which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the contract documents.
4. Bid: The offer of proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
5. Bidder: Any person, firm or corporation submitting a bid for the work.
6. Bonds: Bid, performance, and labor and material payment bonds and other instruments of security. An irrevocable letter of credit is acceptable in lieu of a bond.
7. Borough: Borough of Kenilworth.
8. Borough Clerk: The Borough Clerk of the Borough of Kenilworth.
9. Contract Documents: The agreement, addenda, (which pertain to the contract documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the contract, the bonds, these General Conditions, the Supplementary conditions, the specifications, together with all modifications issued after the execution of the contract.
10. Contract Price: The money payable by the Borough of Kenilworth to the Contractor under the contract documents as stated in the contract.
11. Contract Time: The number of days or the date stated in the contract for the completion of the work.
12. Contractor: The person, firm or corporation with whom the Borough of Kenilworth has entered into agreement.
13. Day: A calendar day of twenty-four (24) hours measured from 12:00 am to 11:59 pm.
14. Defective: An adjective, which when modifying the work, refers to work which is unsatisfactory, faulty or deficient, or does not conform to the contract documents or does not meet the requirements of any inspection, test or approval referred to in the contract documents.
15. Effective Date of the Contract: The date indicated in the agreement on which it becomes effective, but if no such date is indicated, it means the date on which the contract is signed and delivered by the last of the two parties to sign and deliver.
16. Municipal/Governmental Buildings: Buildings owned by the Borough of Kenilworth or Federal Government such as the Public Library, Borough Hall, which are to receive collection as specified herein.

17. Notice of Award: The written notice by the Borough of Kenilworth to the apparent successful bidder stating that upon his compliance with the conditions enumerated therein, within time specified, the Borough will sign and deliver the contract.
18. Designated Recyclables: Those materials identified by the Borough of Kenilworth representing post-consumers materials which were generated within the Borough of Kenilworth, that have a verified certifiable market. Glass, Aluminum, Plastic and Ferrous Containers including but not limited to: aluminum beverage containers, glass bottles and jars, pourable plastic bottles #1, #2, and #3 (except those containing hazardous materials), empty aerosol containers, and steel/tin food and beverage containers. Paper products including but not limited to: newspapers, newspaper inserts, corrugated cardboard, envelopes, junk-mail, magazines, cereal boxes, paper bags, office paper, computer paper, school paper, telephone books, paperback books and gift boxes.
19. Recycling Market: If a Union County Facility, market must be in the Union County Solid Waste Plan.
20. **Holidays:** There will be no recycling collection on the following holidays: New Year's Day, Martin Luther King Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor will not collect if the scheduled collection day falls on one of the above listed holidays, but must collect on the following business day.
21. Commingled Collection of Glass, Aluminum, Plastic, and Ferrous Containers: Shall mean any designated recyclable material i.e., glass, aluminum, ferrous and plastic containers (#1,#2, & #3) as defined herein, which are mixed and placed in a single designated container for collection.
22. Commingled Collection of Paper Products: Shall mean that the contractor must be capable of collecting the designated paper recyclable materials as defined herein, in either a paper bag, tied paper bag, securely tied bundle or designated container.
23. Designated Container: Shall mean receptacles approved by the Borough and Contractor to be utilized for the placement of Designated Recyclables at the curbside for collection.
24. Charity Collection/Fundraisers: Any charity or group that collects recyclable commodities for the benefit of the group or organization will be permitted to do so as long as the material being collected is collected on any day other than recycling day as specified herein. The bidder acknowledges that he is entitled to all recyclable material that is placed at the curb on recycling days only.

B. Bonding and Insurance Requirements

1. Performance Bond: The Contractor shall furnish a performance bond or irrevocable letter or credit in the amount equal to the collection cost of the bid

price. Bonds may be reduced, on a yearly basis, over the life of the contract in the amount equal to the value of the work remaining under the contract. All bonds shall be issued by a company licensed to do business in the State of New Jersey and shall have an AM rating of B+ or better. The form of all bonds shall be subject to the approval of the Municipal Attorney.

If the surety of any bond furnished by the Contractor is declared bankrupt or becomes insolvent or has its right to do business terminated in the State of New Jersey, the Contractor shall substitute another bond and surety, acceptable to the Borough of Kenilworth, within ten (10) days of such occurrence.

2. Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection and hold the Borough of Kenilworth harmless from claims set forth below which may arise out of or result from Contractor's performance of the work, and Contractor's obligations under the contract documents, whether such performance of the work is by Contractor or by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts, any of them shall be liable in accordance with the following:
 - (a) claims under workman's compensation, disability benefits and other similar employee benefit act;
 - (b) claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees.
 - (c) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees;
 - (d) claims for damages insured by personal injury liability coverage which are sustained:
 - (I) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor.
 - (II) by any other person for any other reason;
 - (e) claims for damages, because of injury to or destruction of tangible property, including the loss of use resulting there from
 - (f) claims for damages, because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
 - (g) claims for damages because of bodily injury or death of any person arising out of operation of law;
3. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the Borough of Kenilworth. All insurance shall remain in effect until the final payment.
4. Certificates of the insurance required to be purchased shall be filed with the Borough of Kenilworth and name the Borough as an additional insured.

Certificates must be acceptable to the Borough and shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Borough and the Contractor. The Contractor is reminded that policies must be issued on an act or occurrence basis.

5. The policies shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against the Borough, its employees and agents. It is the intention of the parties that the policies shall protect all of the parties and be primary coverage for any and all losses covered by the above described insurance.
6. The contract shall provide insurance with coverage not less than the following amounts or greater where required by law:
 - (a) Workmen's compensation: unlimited coverage and in accordance with the New Jersey statutes for employer's liability.
 - (b) Comprehensive general and contractual liability insurance coverage. Policy to include personal liability, property damage, contractual liability, explosion, collapse and underground hazard coverage and completed operations coverage for the term of the contract: Each person \$1,000,000.00/Each occurrence \$3,000,000.00.
 - (c) Comprehensive automobile liability insurance coverage: Bodily injury and property damage: Each person: \$500,000.00/Each occurrence: \$1,000,000.00; Property damage: \$100,000.00/Each occurrence: \$1,000,000.00.
 - (d) Excess general and automobile liability umbrella coverage at a minimum of \$5,000,000.00.
7. Endorsements shall state that to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Borough of Kenilworth and its agents and employees from and against all claims, damages, losses and expenses incurred in the performance of the contract.
8. The Borough of Kenilworth, its officials, agents and employees shall be named as additional insured on General Liability, Automobile Liability and Umbrella policies. Copies of all policies shall be furnished to the Borough upon request.

C. Contractor's Responsibilities

1. Supervision: The Contractor shall supply a competent supervisor who shall be within one hour travel time of the Borough of Kenilworth at all times while collections are being made and be equipped with suitable communications with his office. It shall be the supervisor's responsibility to monitor the collections being made, receive any provided under this contract. It shall also be the responsibility of the supervisor to notify the office of the Superintendent/Recycling Coordinator of Public Works at any time that problems are experienced with the collection procedure and to advise the

Superintendent/Recycling Coordinator of the steps being taken to correct the problem/problems.

2. The Contractor shall maintain an employee in the supervisor's office who shall be available in person and by local telephone service from Kenilworth to receive and handle complaints or inquiries between the hours of 8:30 am and 4:30 pm Monday through Friday. An emergency telephone number (hotline) for calls to be made after or before regular working hours or on weekends shall also be provided. The hotline number must be a local call or an (800) number. Relevant recycling information should be provided on the recorded messages.
3. Labor: The Contractor shall be responsible for providing competent labor as defined herein within the Borough of Kenilworth. At the request of the Superintendent/Recycling Coordinator of Public Works, the Contractor shall provide the Borough with a list of employees who will be utilized in the performance of the contract. The Contractor will provide the driver's license numbers of all contractor employees who drive vehicles in the performance of the contract in the Borough. The Contractor will immediately notify the Borough of any additions, deletions, or modifications to the employee list as provided above.
4. The Superintendent/Recycling Coordinator of Public Works may require a suspension or removal from service in the Borough of any Contractor, authorized Subcontractor, employee, for one or more of the following offenses during working hours:
 - (1) Intoxication
 - (2) The use of loud, profane, vulgar, or obscene language
 - (3) Soliciting gratuities or tips from the general public or private commercial/ industrial properties for services provided hereunder
 - (4) the refusal to collect or handle recyclables as herein required and defined
 - (5) the wanton or malicious damage or destruction of containers or receptacles or other private property
 - (6) the wanton or malicious scattering or spilling of garbage, trash, recyclable, etc.
 - (7) any other wanton, willful or reckless disregard of safety or sanitary requirements
 - (8) any act which may constitute a public nuisance or disorderly conduct
5. Equipment: The Contractor shall provide such equipment, in such number and size, to adequately accomplish the work as required under the contract.
6. Permits: The Contractor shall obtain and pay for all permits required by law for the collection, transportation, processing and marketing of recyclables.

7. **Laws and Regulations:** The Contractor shall give all notices and comply with all Federal, State, and Local laws, ordinances and regulations applicable to the work which is the subject of the contract. If the Contractor observes that the specifications are at variance therewith, the Contractor shall give the Superintendent/Recycling Coordinator of Public Works prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Superintendent/Recycling Coordinator of Public Works, the Contractor shall bear all costs arising there from.
8. **Safety and Protection:** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury to;
 - (a) all employees on the job and other persons who may be affected thereby
 - (b) property within the Borough including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities, which in the event of damage by the Contractor – shall be made whole by the Contractor at his expense in a time frame approved by the Superintendent/Recycling Coordinator of Public Works.

The Contractor shall designate a responsible member of his organization whose duty shall be the prevention of accidents. This person shall be designated in writing by the Contractor to the Borough.

9. The Contractor will insure that gratuities of any kind will not be accepted by the Contractor or Contractor's employees in the performance of the work as specified in the contract documents

D. Borough Responsibilities

1. The Borough shall issue all communications to the Contractor through the Superintendent/Recycling Coordinator of Public Works in writing, or by telephone, to be confirmed in writing.
2. The Borough shall make payments to the Contractor promptly after they are due, as specified in Section E of the General and Supplementary Conditions.

E. Payments to the Contractor

1. The Contractor shall submit vouchers for payment to the Superintendent/Recycling Coordinator of Public Works during the first week of the month for services rendered during the previous month. All documentation must accompany said bill for services.

2. Requests for payment shall be on the standard voucher forms provided and approved by the Borough.
3. The Superintendent/Recycling Coordinator of Public Works may make deductions for violations of the contract requirements as specified in the detailed specifications.
4. Payments will be made monthly upon satisfactory performance of service and upon receipt of a signed voucher from the successful bidder in the normal manner prescribed by law.

F. Suspension of Work or Termination

1. The Borough may terminate upon the occurrence of any one or more of the following events:
 - (a) If the Contractor, is adjudged as bankrupt or insolvent
 - (b) If the Contractor makes a general assignment for the benefits of creditors
 - (c) If the Contractor files a petition to take advantage of any debtors act, or to reorganize under the bankruptcy or similar laws
 - (d) If the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment
 - (e) If the Contractor repeatedly fails to make prompt payments for labor, materials or equipment
 - (f) If the Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction
 - (g) If the Contractor disregards any directive of the Superintendent/Recycling Coordinator of Public Works or;
 - (h) If the Contractor otherwise violates in any substantial way any provision of the contract documents, the Borough may after giving the contractor and his surety ten (10) days written notice, terminate the services of the Contractor, exclude the Contractor from the site and finish the work as the Borough may deem expedient. In such case, the Contractor's work is finished. If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the work, including compensation additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Borough. Such costs incurred by the Borough shall be calculated and verified by the Certified Financial Officers and incorporated in a change order, but in finishing the work the Borough shall not be required to obtain the lowest figure for work to be performed. Where the Contractor's services have been so terminated by the Borough, the termination shall not affect any rights of

the Borough against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the contractor by the Borough will not release the contractor from liability.

2. The Contractor may stop work or terminate if, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Borough or under an order of the court of other public authority, or the Borough fails to act in any application for payment within sixty (60) days to pay the contractor any undisputed sum finally determined to be due, then the Contractor may, upon seven (7) days written notice to the Borough or Borough Clerk terminate the contract and recover from the Borough payment for all work executed, and any expense sustained plus reason termination expenses.

G. Qualifications of Bidders

1. The bidder is required to complete a Statement of Qualifications to assure the Borough that he is qualified to perform the work in an acceptable manner. The statement of qualifications shall include the following items, all of which must be completed for the bid to be considered complete:
 - (a) Any Registration/Certification number from the NJDEP that the bidder is authorized to engage in the business of recycling collection should this be required by law. If so, copy Registration/Certificate to be provided.
 - (b) Equipment owned or leased list and proof of equipment ownership or lease agreements conforming to the requirements of the detailed specifications.
 - (c) Bidder qualification questionnaire and a list of municipalities with which bidder has contracted or solid waste/recycling collections in the past five years, including the name and phone number of the official reported to and description of the contract.
 - (d) Statement of Financial Condition signed by the Contractors President or Chief Financial Officer of bidder's company.
 - (e) Name of supervisor to be assigned to this work.
 - (f) Copies of NJDEP permits which cover the Contractor and his vehicles to be used under this contract should these permits be required by law.
 - (g) Sales and Use Tax: The Borough of Kenilworth is exempt from New Jersey Sales and Use Taxes imposed by the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.)
 - (h) Business Registration Certificate required.

H. Equal Opportunity Employment

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

- (a) 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, physical challenge, affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that age, race, creed, color, national origin, ancestry, marital status, physical challenge, affectional or sexual orientation or sex. Such action shall include but not be limited to recruitment or recruitment advertising; layoff or termination; rates of pay and other forms of compensation; and section of training, including apprenticeship. The Contractor agrees to post in conspicuous locations, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer non-discrimination clause setting forth process of this non-discrimination clause.
- (b) The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed on or 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, physical challenge or sex;
- (c) The Contractor or subcontractor, where applicable, will send to each labor union or representative or group 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.
- (d) The Contractor's subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127 (N.J.A.C. 17:27), as amended and supplemented from time to time.

I. Non-discrimination and Affirmative Action

- 1. "Bidders with fifty (50) or more employees or contractors with fifty (50) or more employees and who are negotiating for contract, as a precondition to entering into a valid and binding procurement or service contract with a Public Agency, are procurement or service contract with a Public Agency, are required to submit to the Public Agency, prior to or at the time the contract is submitted for signing by the Public Agency (in accordance with section 4.3 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127 (N.J.A.C. 17:27), one of the following three documents;
 - (a) Appropriate evidence that the Contractor is operating under and existing federally approved or sanctioned affirmative action program; or

- (b) A certificate of Employee Information Report Approval issued in accordance with Article 4 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127 (N.J.A.C. 17:27)
- (c) An initial employee information report consisting of forms provided by the Affirmative Action Office and completed by the Contractor and completed in accordance with Article 4 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127 (N.J.A.C. 17:27)

This requirement is not a precondition to submitting a bid. The Contractor to whom the bid is awarded must, after notice of such award, submit one of the above three forms after notice of award but prior to the signing of the agreement by the Borough. All bidders agree to submit one of the above three documents in the event that the award is made to the bidder.

2. Bidders with forty-nine (49) or less employees are exempt from certain state mandated affirmative action requirements. Bidders with forty-nine (49) or fewer employees must submit, with bid proposals the completed form attached to these specifications. Be sure that the signature is properly witnessed by a notary public of the State of New Jersey as indicated on that form.
 - (a) “The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by Section 5.2 of the regulations promulgated by the Treasurer pursuant to P.O. 1975 c. 127 (N.J.A.C. 17:27), as amended and supplemented from time to time or in accordance with a binding determination of the Action Office pursuant to P.L. 1975, c. 127 (N.J.A.C. 17:27), as amended and supplemented from time to time.”
 - (b) “The Contractor or Subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor union, and it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, physical challenge, or sex, and it will discontinue the use of any recruitment agency, which engages in direct or indirect discriminatory practices.”
 - (c) “The Contractor and Subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions and taken without regard to age, race, creed, color, national origin, ancestry, marital status, physical challenge or sex, and conform with the applicable employment goals, consistent with the statutes and decisions of the State and Federal Courts.”

IV. Detailed Specifications

- A. Work Under this Contract: The work to be performed under this contract will include collection from single dwelling units, multifamily dwellings, and public buildings. In addition to the collection schedule, the Contractor shall maintain (supply & pull), at the Department of Public Works facility, two (2) 30 yard roll-

off containers for the delivery of Recyclable materials at no cost to the Borough. The Borough will receive no revenue for materials collected in containers. The contractor shall supply/pull the container(s) within 24 hours of notification.

The total number of housing units that will require collection service under this contract will be approximately 2,525. The Borough has an approximate area of 2.5 square miles and a population of approximately 8,153. There are two (2) Municipal/Governmental Buildings.

The Borough reserves the right to require separate billing for Municipal/Governmental Buildings.

The following designated recyclable materials must be collected in this contract: Commingled collection of Paper Products including but not limited to: newspaper, newspaper inserts, corrugated cardboard, cereal boxes, paper bags, envelopes, junk-mail, magazines, office paper, computer paper, school paper, telephone books, paper back books and gift boxes, as defined herein. Commingled collection of Glass, Aluminum, Ferrous and Plastic Containers including but not limited to: aluminum can, glass (good beverage containers) and empty aerosol cans, as defined herein.

All preparation guidelines for designated materials are subject to approval by the Borough.

Additional materials are encouraged to be added to the collection program, but must be mutually agreeable to the Borough and Contractor.

B. Route of Collection

1. The contractor will be required to complete all collection of each designated material on the scheduled day of collection. The schedule provided in Section C; 3. "Time of Collection" cannot be deviated from, without approval from the Superintendent/Recycling Coordinator of Public Works.
2. A Borough representative may accompany the Contractor, on the collection vehicle at such times that the Borough deems necessary.

C. Schedule/Time of Collection

Days of Collection: The Borough will be collected on Tuesdays, except when the scheduled Tuesday falls on a holiday or if the Superintendent of Public Works determines that due to a significant weather condition collection activities may interfere with DPW responsibilities or significantly hamper the Contractor from performing the contractual duties, then collection of recyclables may be made on the next regular business day. The Borough will advise residents by reverse 911 and the Contractor of weather condition suspension prior to eight in the evening on the day preceding the scheduled collection.

1. Hours of Collection – All collections shall be made between the hours of 6:30 am and 7:00 pm.
2. Schedule – The following will be the collection schedule under this contract:

Collections will be on Tuesdays:

Option #1, Alternating Schedule - commencing July 5, 2017 and running through the end of the contract period. All materials throughout the Borough will be collected on one day, every other week.

Option #2, Split Schedule - commencing July 5, 2017 and running through the end of the contract period. All materials on the South side of Boulevard, the Borough will be collected on one day and all materials on the North side of Boulevard will be collected in one day the following week

Container service shall commence on July 3 2017.

3. Holidays – No collection shall be made on the holidays listed in **III. General and Supplementary Conditions #20** but shall be made on the next regular business day.
4. Inclement Weather – In the event of severe inclement weather that such as sever snowstorms, hurricanes, or floods which preclude pickup on the next business day, the Superintendent of Public Works may direct the Contractor to skip collection activities that week.
5. The Contractor shall promptly report to the Superintendent of Public Works any non-residential entity or person(s) submitting material for collection by the Borough's Contractor.

D. Points of Collection

1. Curbside – All recyclables to be collected from single family/multi-family dwelling of less than four (4) units shall be placed by the occupant (in the prescribed manner of preparation) at the curb line of a public street. Where there is no curb, materials shall be place at the front of the property line. Where a question exists the Superintendent/Recycling Coordinator of Public Works shall use best judgment to make a determination as to where receptacles shall be place.
2. Central Areas: Municipal/Governmental Buildings may use a central area for recycling collection. This area must be agreeable by the Superintendent/Recycling Coordinator of Public Works as well as the Contractor.

3. Upon emptying receptacles, the Contractor shall return them to their original location with lids secured. The Borough will not tolerate containers being broken or thrown onto streets or lawns, etc. by the Contractor or his employees.

E. Point of Recycling Distribution and Processing

1. All designated recyclable materials collected under the contract shall be recycled at a site approved by the NJDEP and in accordance with the Union County Solid Waste Management Plan should the solid waste plan and/or the NJDEP amend its requirements.

F. Equipment Requirements

1. The Contractor is required to provide the following as minimums for collection of recyclable materials under the contract:
 - (a) The Contractor shall provide the Borough with a list of all trucks, by license, DEP and registration numbers (if necessary), and all other equipment used in the performance of the specifications. In the event it becomes necessary to substitute vehicles, the Contractor must notify the Superintendent/Recycling Coordinator of Public Works at least ten (10) days in advance of said substitution with the exception of emergency situations, in which case the Contractor must notify the Borough within twenty-four (24) hours after said emergency.
 - (b) All vehicles and equipment shall be maintained in good working and operating condition with respect to safety and sanitation. Equipment shall not be overloaded so that material leakage of fluids. All trucks must be regularly cleaned and bear the name, address, and phone number of the Contractor in plainly visible lettering at least three (3) inches high. All vehicles must clearly indicate that they haul recyclable material and must use approved truck routes in and out of the Borough. Trucks and equipment shall be of a uniform color scheme. All vehicles and equipment shall be subject at all times to the Borough's approval.
 - (c) Each truck/vehicle shall have at least one broom and shovel to clean up debris that may be spilled or otherwise scattered during the process of collection. Any spillage will be collected at the time of the incident.
 - (d) The Borough may require from time to time the use of other equipment (trucks, 20 cu. yd. roll-off containers, roll-off trucks etc.) in a supportive role to services in the recycling program, whether commercial or residential, this equipment may be used at any time for any length of time when both agree that it is in the best interests of improving efficiency in the program.

G. Violations

It is understood that the orderly and proper collection of recyclables as defined herein, is a matter of serious and vital same concern to the Borough of Kenilworth because of the effect which the same may have upon the health and welfare of the residents. Occasional and minor violations may occur during the performance of the contract. Since it is difficult to calculate the actual damage to the citizens of the Borough of Kenilworth for a failure to penalties and damages may be invoked on behalf of the Borough by the Borough Clerk, whose determination and certification of the same shall be final. The Borough Clerk shall notify the Contractor of all violations. If the violations are not corrected promptly, or represents after notice of the first, a repeated violation of the same requirement within any thirty (30) day period, the Borough Clerk may invoke damages and make an appropriate deduction from the next payment to the Contractor in accordance with the following violation schedule:

1. Failure of a vehicle/truck crew to complete and finish a regular designated route - \$300.00 per day.
2. Using or maintaining truck in a leaking or unsanitary condition - \$500.00 per day.
3. Damaging or carrying away receptacles - \$10.00 and/or repair or replace with equal quality receptacle within five (5) working days.
4. Failure to clean up any materials spilled from or draining off equipment - \$200.00 per offense.
5. Failure to return receptacle to proper position - \$5.00 per offense.
6. Failure to clean up spillage at an individual property - \$10.00 per offense.
7. Failure to promptly repair damaged public facilities after notice and adequate time to repair – up to \$100.00/day as determined by the Borough Clerk.
8. Failure to execute any portion of the terms, specifications, or general conditions – up to \$100.00 per violation as determined by the Borough Clerk.
9. The Borough of Kenilworth reserves the right to terminate the contract upon thirty (30) days written notice in the event the Contractor fails to perform services satisfactorily as may be determined by the officials of the Borough of Kenilworth.

H. 2014 Totals were reported to the Borough

Containers (supplied & pulled)

Commingled containers – 22 containers x 30 yards = 660 yards

Curbside tonnage

Corrugated – 229.73

Newspaper – 218.79

Office paper – 111.30

Other paper – 218.79

Glass containers – 76.58

Aluminum cans – 32.82

Steel cans – 32.82

Plastic containers – 87.52

I. 2015 Totals were reported to the Borough

Containers (supplied & pulled)

Commingled containers – 22 containers x 30 yards = 660 yards

Curbside tonnage

Corrugated – 231.37

Newspaper – 215.36

Office paper – 100.18

Other paper – 207.86

Glass containers – 59.62

Aluminum cans – 25.55

Steel cans – 25.55

Plastic containers – 68.14

J. 2016 Totals were reported to the Borough

Containers (supplied & pulled)

Commingled containers – 26 containers x 30 yards = 780 yards

Curbside tonnage

Corrugated – 223.18

Newspaper – 212.55

Office paper – 107.27

Other paper – 212.55

Glass containers – 74.38

Aluminum cans – 32.00

Steel cans – 32.00

Plastic containers – 85.18

The above totals for the calendar years 2014, 2015 & 2016 reference above may not be indicative of the current tonnage disposed by borough residents. If the actual tonnage recycled exceeds the total amount serviced by 30%, then the Contractor may terminate this contract at the end of the 24 months of service, provided no less than 120 days written notice is provided to the Borough with documents supporting the actual tonnage.

V. Recycling Bid Specifications

Qualifications: Bidders must prove, by experience, they are capable of collecting and processing and/or marketing recyclable materials. Award of contract will require references from municipalities with similar requirements and of comparable size and population. A listing of equipment and personnel available will be requested.

Collection: The successful bidder will be responsible for curbside collection of all designated recyclable materials for all housing units, plus collection stops (leaving the roadway) at designated central locations, two (2) Municipal/Governmental Buildings and roll-off container service. The approximate total of dwelling units is **2,525**. The Borough reserves the right to add or subtract dwelling units and/or Municipal/Governmental Buildings.

Dissemination of Information: The Contractor will cooperate with the Borough's Recycling Coordinator in providing accurate public information to residents in a timely fashion. Such information will include, but not necessarily be limited to, schedules for collection, delays in pick ups, and a hotline telephone number (cannot be a toll call) at the Contractor's business location for residents to call in the event of collection problems. *Any notices to residents advising of a change in collection schedules, delays in pick-ups caused or requested by the contractor, a change in the contractor's telephone hot line number, or any other reason that may require a notice caused or requested by the contractor shall be paid by the contractor.*

Improper Materials Preparation: The Contractor is to have a notice prepared and approved by the Superintendent/Recycling Coordinator which can be placed on any container or stack of materials which contain improperly prepared materials. This notice must clearly explain the error and be of a color and size to attract the attention of the resident. Every effort should be made to ensure that the notice does not become litter. A listing of those stops who incorrectly prepared their recyclables will be given to the Superintendent/Recycling Coordinator at the end of each collection day.

Market Agreements: The Contractor is responsible for maintaining agreements with viable certified recycling markets. Failure to inform the Borough of revenues and market agreements will result in an immediate termination of the contract. The Borough will not be responsible for any fees imposed by the recycling markets.

Reporting Requirements: The Contractor will provide a tonnage report to the Municipal Superintendent/Recycling Coordinator at least once a year, or by March 1st the following year. This report must clearly (legibly) state the designated weights (tons) of each and every recyclable collected during the preceding year and name of the markets used. Copies of receipts from markets may also be submitted.

The Contractor shall furnish copies of the delivery receipts from the State approved recycling facility to the Borough of Kenilworth on a monthly basis to verify quantities of recyclables delivered and facilitate monitoring of progress under this contracts. The Borough reserves the right to withhold payment to the Contractor for failing to submit delivery receipts from the State approved recycling facility.

Availability: The Contractor will meet with the Borough at the Borough's request for the purpose of discussing any aspects of the program or contract and for the purpose of meeting with elected or appointed officials, citizen organizations, etc.

The Borough reserves the right under the contract to enter upon the Contractor's premises and to inspect the Contractor's equipment and facilities for the purpose of insuring compliance with these specifications and the contract.

**BOROUGH OF KENILWORTH
UNION COUNTY, NEW JERSEY
RECYCLING COLLECTION AND MARKETING**

Bid Proposal Form

Three (3) Year Contract with a 2 year extension; July 3, 2017 to June 30, 2022

The undersigned declares that he/she has personally examined the Notice to Bidders, Instructions to Bidders, and Specifications for the Legal Recycling Collection and Marketing Services for the Borough of Kenilworth.

The undersigned proposes to furnish and/or deliver the above goods/services pursuant to the bid specification and made part hereof.

The following price(s) is (are) submitted for provision of recycling services (including curbside, central location and depot roll-off service pick ups. The Borough will receive no revenue for service's rendered, for a term of:

Please circle only one option per Paragraph C section 2 (Schedule)

	Submitting Bid for Option A	or Option B
	<u>\$ Amount in Numbers</u>	<u>Amount in Words</u>
<u>Year 1</u>	_____	_____
<u>Year 2</u>	_____	_____
<u>Year 3</u>	_____	_____
Total 3 years	_____	_____
<u>Option Years</u>		
<u>Year 4</u>	_____	_____
<u>Year 5</u>	_____	_____
Total 5 years	_____	_____

Company Name

Federal I.D. # or Social Security #

Address _____

Signature of Authorized Agent _____

Print Name & Title _____

Telephone Number _____

Date _____

Fax Number _____

E-Mail address _____

STANDARD QUESTIONNAIRE FORM

Name: _____

Address: _____

EXPLANATORY

In accordance with the requirements of the specifications, each bidder is required to furnish the information requested here in and to submit same with his proposal.

1. How many years have you been in business as a Refuse Contractor under your present name? _____

2. To be answered in case of partnership:
 - (a) date of partnership: _____
 - (b) give address where partnership maintains its principal office

 - (c) Name and address of each partner:

 - (d) Extent of financial interest of each partner:

3. To be answered in case of corporation:
 - (a) Date when organized: _____
 - (b) Incorporated under the laws of what state: _____
 - (c) Is the corporation now duly existing: _____
 - (d) List all officers and directors and their post office address:

4. Have you ever failed to complete any contract awarded to you? _____
If so, when, where, and why? _____

5. Has any officer or partner of your organization ever failed to complete any contract which was awarded to him as an individual; or has any corporation or partnership in which he was an officer or partner ever failed to complete any contract? _____

6. Have liens or lawsuits of any kind ever been filed against you or any officer or partner of your organization, arising out of any of your contracts on public work?

7. List surety companies (bonding companies) which have heretofore bonded you:

8. List recycling facilities to be utilized:

9. State banking connections and give banking reference:

The undersigned is a (partnership), (corporation), (individual) under the laws of the State of _____ Having a principal office at _____

Firm Name: _____

Signed By: _____
 (name)

 (title)

Print or type name and title of person signing above.

Office Phone Number: () _____

SCHEDULE "C"

NO DISCRIMINATION IN EMPLOYMENT

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The Contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment.

Such actions 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 State Treasurer or any political subdivision or agency delegated responsibilities by him pursuant to P.L.1975, C.127.

2. The Contractor will, in all solicitations of advertisements for employees placed by or on behalf on the Contractor; state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or sex.
3. The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the rules, regulations and orders promulgated by the State Treasurer pursuant to his authority under P.L.1975, C.127. The Contractor shall post copies of this notice in conspicuous places available to all employees and applicants for employment.
4. The Contractor will comply with all rules and regulations and orders promulgated by the State Treasurer pursuant to P.L.1975, C.127 and with all provisions of N.J.S.A. 10:2-1 through LO:2-4 and all rules and regulations promulgated thereunder.
5. The Contractor will furnish all information and reports required by rules, regulations and orders promulgated by the State Treasurer pursuant to P.L.1975, C.127 and/or pursuant to any authority delegated this political subdivision or agency by the State Treasurer. The Contractor will permit access to his books, records and accounts by a duly appointed representative of the State Treasurer for purposes of investigation to ascertain compliance with rules, regulations and orders adopted pursuant to P.L.1975, C.127 and pursuant to the provision of N.J.S.A. 10:2-1 through 10:2-4 and all rules and regulations promulgated thereunder.

6. In the event of the Contractor non-compliance with this specification or of any rules, regulations or orders promulgated by the State Treasurer pursuant to P.L.1975, C.127 or with the provisions of N.J.S.A. 10:2-1 through 10:2-4 or rules or regulations promulgated thereunder, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible by the State Treasurer pursuant to P.L.1975, C.127, may be imposed for the aforementioned violations.
7. The Contractor will include all of clauses 1 through 6 above in every subcontract or purchase order unless exempted by P.L.1975, C.127 or rules, regulations or orders promulgated thereunder by the State Treasurer so that all of the aforementioned clauses will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State Treasurer may direct as a means of enforcing such provisions, including sanctions for noncompliance.
8. For the purpose of this specifications, the following terms shall have the following meanings:
 - A. "Affirmative Action" means procedures which establish hiring and employment goals, timetables and practices to be implemented, with good faith efforts, for minority group member.
 - B. "Minority Group Members" mean persons who are African-Americans, Spanish-surnamed Americans or American Orientals.

NON-COLLUSION AFFIDAVIT

_____, being duly sworn, deposes and says:

I am: _____
(owner, partner, president, or other corporate officer)

of: _____
(name of corporation or trade name of bidder)

The foregoing proposal as submitted by:

_____ is a bona fide bid and not the result
of _____
(name of corporation or trade name of bidder)

collusion. The prices bid have been submitted without agreement with any other Contractor and is not bid deliberately high in price to favor any other bidder; nor is it a complimentary or token bid submitted for the sake of making the bidding appear competitive.

That no agreement has been entered into with any other Contractor whereby the bid submitted here with is either higher or lower than any other bid submitted; and

_____ has not, nor has any
(name of corporation or trade name of bidder)

deponent or any other director, officer, stockholder, individual partner, associate or any other employee, broker, agents or representative thereof, entered into any agreement with any other bidder or any other Contractor for the purpose of submitting a complimentary or token bid for the purpose of complimentary or token bid for the purpose of creating an appearance of competitive bidding.

DATE: _____
(name of corporation or trade name of bidder)

By: _____

Title: _____

Address: _____

Sworn and subscribed before
me this _____ day of _____,
at _____.

EXHIBIT "A"

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not 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 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 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 workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or Subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L.1975, C.127, as amended and supplemented from time to time.

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

The Contractor or Subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor union, that it does not discriminate on the basis of age, creed, color,

national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The Contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:227).

Name of Individual or Company

Signature

Address

ALSO SUBMIT ONE OF THE FOLLOWING FORMS OF EVIDENCE:

1. Letter of Federal Approval
or
2. Certificate of Employee Information Report
or
3. Complete Form AA 302

STATEMENT PURSUANT TO P.L.1977, C.33

In compliance with P.L.1977, C.33, the undersigned bidder hereby submit the following information:

1. State whether the bidder is an individual, partnership, or corporation:

2. If the bidder is an individual, set forth the full name and address of the bidder, together with any trade name used by the bidder:

3. If the bidder is a corporation, set forth the names and addresses of all stockholders who own ten percent or more of any class of corporation's stock:

4. If the bidder is a partnership, set forth the names and addresses of all partners in the partnership who own a ten percent or greater interest in the partnership:

5. If any stockholder or partner listed above is itself a corporation or partnership, set forth the names and addresses of all stockholders of said corporation who own ten percent or more of any class of stock or the name and addresses of all partners in said partnership who own a ten percent or greater interest in said partnership who own a ten percent or greater interest in said partnership a case may be:

Signature of Bidder: _____

CONTRACT

All of the above is to be furnished in strict conformance to the above mentioned documents which are specifically incorporated herein. Further is understood and agreed that I/we, as Contractors, agree to indemnify, defend, save harmless, from liability and legal defense costs the Borough's actions and claims brought for or on account of any injuries of damages received or sustained by any person, persons or property or omission on the part of the Contractor or his agent or employees. The lump sum quoted shall be the full amount and is to include, all labor, equipment, material, the payment of all claims and obligations, and whatever else is necessary to complete the contract to the satisfaction of the Superintendent of Public Works.

Work under the contract shall be performed in strict accordance with the laws of the State of New Jersey. The contract shall be subject to renegotiation as to any increase or decrease in costs reasonably to be anticipated by the bidder to complete the contract, resulting from the effect of such directive.

Payment shall be made to the Contractor upon receipt of a signed voucher approved by the Superintendent of Public Works and the Borough Clerk.

For the Contractor: _____
Signature Date

Office Firm

For the City: _____
Signature Date

Office Firm

Attest: _____

IN WITNESS WHEREOF, THE PARTIES TO THESE PRESENTS HAVE CAUSED THESE PRESENTS TO BE EXECUTED IN DUPLICATE, THE DAY AND YEAR FIRST ABOVE WRITTEN BY THE PARTY OF THE FIRST PART SIGNING THE SAME THROUGH ITS DIRECTOR AND THE PARTY OF THE SECOND PART SIGNING THE SAME THROUGH ITS PRESIDENT AND ATTESTING SAME BY ITS SECRETARY.

ATTEST: BOROUGH OF KENILWORTH

_____ BY: _____

_____ BY: _____

Secretary

Contractor