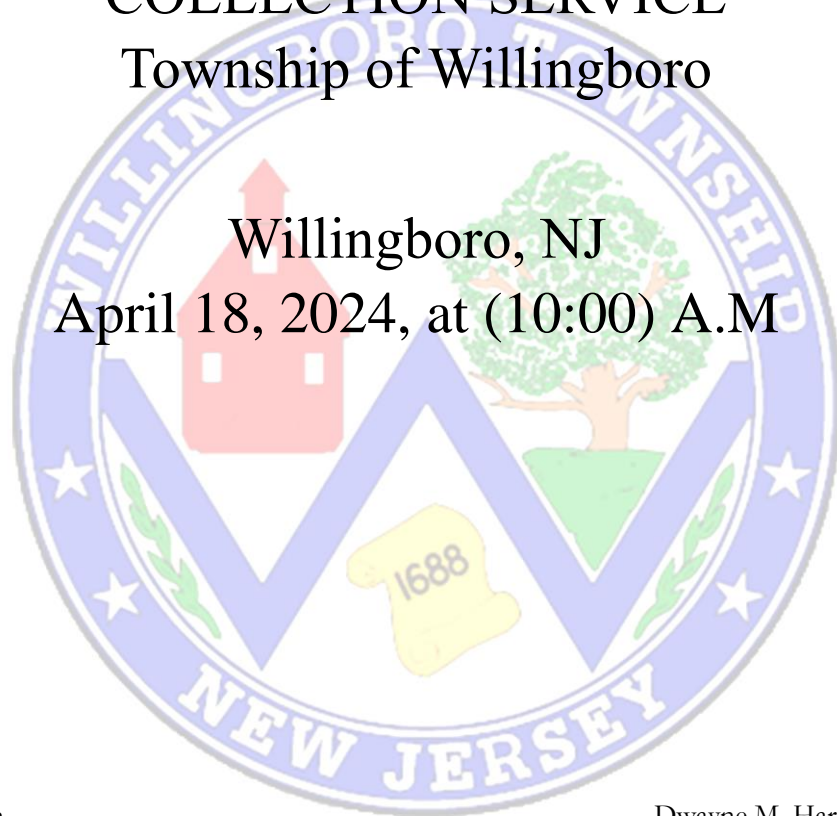


Bid # 2-2024
SOLID WASTE
COLLECTION SERVICE
Township of Willingboro

Willingboro, NJ
April 18, 2024, at (10:00) A.M



Mayor Kaya McIntosh

Deputy Mayor Nathaniel Anderson

Councilwoman Samantha Whitfield

Councilwoman Dr. Tiffani A. Worthy

Councilwoman Rebecca Perrone

Dwayne M. Harris, Township Manager

Eusebia Diggs, CFO

George M. Brown Jr, QPA

New Jersey Department of Environmental Protection
Compliance and Enforcement, Office of Local Environmental Management

Uniform Bid Specifications
Township of Willingboro

NOTICE TO BIDDERS

Notice is hereby given that on April 18, 2024, at (10:00) A.M (Prevailing time), sealed bids will be opened and read in The Willingboro Township Municipal Building (Clerk's Conference Room), 1 Rev. Dr. Martin Luther King Jr. Drive, Willingboro, NJ 08046 at which time and place the sealed bids will be opened publicly and read for the following. Bid # 2-2024 Bid Name: SOLID WASTE COLLECTION SERVICE.

Bids shall be delivered in sealed envelopes and addressed to the Township of Willingboro, Purchasing Dept., 1 Rev. Dr. Martin Luther King Jr. Drive, Willingboro, NJ 08046.

Express and overnight mail shall be delivered to the Purchasing Dept, 1 Rev. Dr. Martin Luther King Jr. Drive, Willingboro, NJ 08046, no later than the time of bid opening.

NOTE: It is the bidder's responsibility to ensure that the bid package is delivered by the bid opening date and time. Any bid document received after the deadline established by the Purchasing Dept. will not be accepted, regardless of the method of delivery.

Submission of Bid: All bids must be submitted on the approved bid proposal forms provided within the bid specifications in order to be considered. Bidders are to provide one (1) clearly sealed and marked ORIGINAL, one (1) clearly marked COPY and one electronic copy on USB drive. Please have each item on the checklist color tabbed and numbered in your bid packet for a more time efficient packet review.

Bid proposals must be accompanied by a certified check, cashier's check, or bid bond in the amount of ten per centum (10%) of the total amount of the bid, but not in excess of twenty thousand (\$20,000) dollars and made payable to the Township of Willingboro.

Bid documents may be obtained only from the Township website [BID/Rfq/Bids | Willingboro Township, NJ \(willingboronj.gov\)](https://www.willingboronj.gov/BID/Rfq/Bids) and the Township Clerk's Office.

The Township of Willingboro does not release the project estimates or bidders' lists.

Bidders are required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27.

Schedule: Release Specifications: (2/20/2024) Pre-Bid Meeting: (3/8/24) (10:00 A.M.)

Deadline for All Questions: (4/11/24) (5:00) P.M.

Addenda if Issued: (4/9/24)

Bid Opening: (4/18/24) (10:00) A.M.

General Inquiries To: Mr. George M. Brown Jr., QPA Voice: 609-877-2200 ext.: 1061 Email: gmbrown@willingboronj.gov

This bid has been advertised in accordance with the “Fair and Open Basis” and nothing further shall be required under the Pay-to-Play Legislation (N.J.S.A. 19:44A-20.7).

N.J. Admin. Code 7:26H-6 app A

Appendix A

WORDING OF THE SOLID WASTE UNIFORM BID SPECIFICATIONS

(a) The requirements concerning the wording of the uniform bid specifications are as follows:

1. All requests for bid proposals for municipal solid waste collection services shall conform to the form contained herein, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted; and
2. The forms provided are mandatory, all other forms shall be provided by the contracting unit in accordance with the provisions of this subchapter.

Willingboro Township

Pre-bid Meeting (3/8/24) (10:00 A.M.)

Contact person - Dwayne Harris: dharris@willingboronj.gov
and /or Marvin Harris: 609-877-2200 Ext. 1105, mharris@willingboronj.gov
Location - 25 Industrial Drive, Willingboro, NJ 08046



UNIFORM BID SPECIFICATIONS
SOLID WASTE
COLLECTION SERVICE

1. INSTRUCTIONS TO BIDDERS

1.1. **THE BID** The Willingboro Township is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a period of [3] year(s), to commence on 06/01/2024 and ending on 05/31/2027, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

1.2. **CHANGES TO THE BID SPECIFICATIONS** Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids, be published in the Burlington County Times, and in the Star-Ledger.

1.3. **BID OPENING** All bid proposals will be publicly opened and read by the Qualified Purchasing Agent at the Municipal Complex located at I Rev Dr. Martin Luther King Dr., Willingboro NJ 08046. Bids must be delivered by hand or by mail to the Township Clerk no later than 10:00 a.m. on Thursday, April 18, 2024

All bid proposals will be date and time-stamped upon receipt. The bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be Returned, unopened, to the bidder.

1.4. DOCUMENTS TO BE SUBMITTED The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

1. A certified photocopy of the bidder's certificate of public convenience and necessity and an approval Letter issued in conformance with N.J.S.A. 13:1E-126.
2. Questionnaire setting forth experience and qualifications.
3. Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of the total amount of the bid proposal, not to exceed \$20,000; payable to Willingboro Township.
4. Non-collusion affidavit.
5. Stockholder statement of ownership.
6. Certificate of surety.
7. Bid Proposal; and
8. A Business Registration Certificate (BRC).

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

2. DEFINITIONS

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

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

"Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services contained herein.

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

"Collection site" means the location of waste containers on collection day.

"Collection source" means a generator of designated collected solid waste to whom service will be provided under the contract.

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

"Contract" means the written agreement executed by and between the successful bidder and the governing body and shall include the bid proposal, and the bid specifications.

"Contract administrator" is the person authorized by the contracting unit to administer contracts for solid waste collection services.

"Contracting unit" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which 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.

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

"Designated collected recyclable material" **are not included and will not be collected by the successful contractor.**

"Designated collected solid waste" means solid waste types 10 and 13 and from time to time may include type 23 (Grass Clippings). 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 farms.

"Disposal facility" means those sites designated in the Burlington County Solid Waste Management Plan for use by Willingboro Township:

Burlington County Landfill

Resource Recovery Facility

22000 Columbus Road

Mansfield Township, New Jersey

"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.

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

New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and
Christmas Day

"Legal newspaper" means the Burlington County Times and The Star-Ledger.

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

"Route" fixed path for regularly moving which each collection vehicle uses to collect refuse on any given day. Each collection vehicle used for the collection of solid waste designated as Type, 10, Type 13 or Type 23 shall be deemed to comprise its own route.

"Service area" means the geographic area described below. The service area(s) is(are) as follows:

The Jurisdictional boundaries of Willingboro Township

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

3. BID SUBMISSION REQUIREMENTS:

3.1. BID PROPOSAL

- A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Willingboro Township in the advertisement for bids.

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

1. For a corporation, by a principal executive officer.

2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or

3. A duly authorized representative if:

a. The authorization is made in writing by a person described in sections I and 2 above; and

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

D. The bid proposal contains option bids. The Willingboro Township Council may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder; provided, however, they shall not award the contract based on the bid price for separate options.

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

3.2. **BID GUARANTEES**

A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check, or Certified Check, made payable to the Willingboro Township in the amount of 10% of the highest aggregate 3-year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. If the bidder to whom the Contract is awarded

fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of Willingboro Township.

3.3. **EXCEPTIONS TO THE BID SPECIFICATIONS** Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Willingboro Township Council.

3.4. **"BRAND NAME OR EOUIVALENT"**¹ Whenever the Work Specifications identify a brand name, trade name or manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may provide an equivalent product, subject to the approval of the Willingboro Township Council.

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

3.6. CONFLICT OF INTEREST AND NON-COLLUSION Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

- A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity, or government entity, or competitive bidding either alone or with any other person, corporate entity, or government entity in connection with the above-named project;
- B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
- C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7•26-16 et seq.

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

4. AWARD OF CONTRACT

4.1. GENERALLY

- A. The Willingboro Township Council shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Willingboro Township Council's decision, in writing, by certified mail.
- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.
- C. The Willingboro Township Council reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Willingboro Township Council rejects all bids, the Willingboro Township shall publish a notice of re-bid no later than ten days, Saturdays, Sundays, and holidays excepted, before 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 Willingboro Township shall notify the successful bidder in writing, at the address outlined in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Willingboro Township to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER The Willingboro Township shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-2 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 CONCURRENT WITH THE DATE AND TIME OF DELIVERY OF THE EXECUTED CONTRACT.
- B. Failure to provide the required one-year performance bond at the time and place specified by the Willingboro Township shall be cause for assessment of damages as a result thereof in accordance with Section D below. If the successful bidder fails to provide said performance bond, the Willingboro Township may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.
- C. For a 3-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 CONCURRENT WITH THE DATE AND TIME OF DELIVERY OF THE EXECUTED CONTRACT. The performance bond for each succeeding year shall be delivered to the Willingboro Township with proof of full payment of the premium one hundred twenty (120) days before the expiration of the current bond.
- D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days before the termination of the current bond will constitute a breach of contract and will entitle the Willingboro Township Council to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Willingboro Township in re-bidding the contract.

4.5. Affirmative ACTION REQUIREMENTS

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

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

4.7. ERRORS IN PRICE CALCULATION Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity.

The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Willingboro Township Council may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS [THE NUMBER OF COLLECTION OPTIONS THAT MAY BE LISTED IN THE WORK SPECIFICATIONS IS UNLIMITED. EACH COLLECTION OPTION SHALL BE CONSECUTIVELY NUMBERED AND SHALL SPECIFY EACH SERVICE THAT MUST BE BID AS PART OF THAT OPTION. BE SPECIFIC. IF THE SERVICE AREA IS DIVIDED INTO ZONES, SPECIFY THE DAYS AND THE COLLECTION SERVICES TO BE PROVIDED TO EACH ZONE. IF RECYCLABLE MATERIALS WILL BE BID AS PART OF THE SOLID WASTE COLLECTION CONTRACT, THE SERVICE MAY BE DESCRIBED HEREIN.]

5.1. The Contractor shall provide service for each Option awarded by the Willingboro Township Council. The Willingboro Township Council shall select one collection Option for the contract period of three (3) consecutive years with the option to renew for two (2) consecutive years in accordance with any of the option proposals submitted. The Township will be responsible for tipping fees.

5.2. The Contractor shall provide collection, removal, and disposal from within the territorial and geographical boundaries of the Willingboro Township as described below:

5.3. COLLECTION OPTIONS:

OPTION #1 - Base Bid - Curbside Collection, Bulk Waste Collection once per month by appointment
Automated curbside collection of a 96-gallon cart or a 43-gallon cart [in designated areas] shall occur once per week. The following materials shall be based on a per-unit price per month for each curbside collection unit whether residential or municipal with a frequency of one time per week, collected on Monday, Tuesday, Thursday, and Friday. Service will be for the collection and disposal of Type 10, Type 13, and Type 23 solid waste according to the outlined collection schedule in Attachments #2 and #3. The Contractor may request the collection day to be changed with approval by the Willingboro Township Council.

Rear Load container collection based on the level of service shown in Attachment #2 will be provided on a per lift basis.

Bulky Waste (Type 13) will be collected by appointment once per month, on the same collection day during the month to be determined in agreement with the contractor, at curbside. A maximum of two (2) items per household will be scheduled and collected. Any items over two items will be left at curbside. All mattresses must be wrapped in plastic in order to be collected. Any unwrapped mattress shall be left at curbside. No "white goods" shall be collected as part of this contract.

OPTION#2 Base Bid- Curbside Collection, Bulk Waste Collection once per week

Automated curbside collection of a 96-gallon cart or a 43-gallon cart [in designated areas] shall occur once per week. The following materials shall be based on a per-unit price per month for each curbside collection unit whether residential or municipal with a frequency of one-time per week, collected on

Monday, Tuesday, Thursday, and Friday. Service will be for the collection and disposal of Type 10, Type 13, and Type 23 solid waste according to the outlined collection schedule in Attachments #2 and #3. The Contractor may request the collection day to be changed with approval by the Willingboro Township Council.

Rear Load container collection based on the level of service shown in Attachment #2 will be provided on a per-lift basis.

Bulky Waste (Type 13) will be collected once per week, at curbside, at the same time as regular trash collection. A maximum of two (2) items per household will be collected. Any items over two items will be left at the curbside. All mattresses must be wrapped in plastic to be collected. Any unwrapped mattress shall be left at the curbside. No "white goods" shall be collected as part of this contract.

Roll Off Container Collection on a Per Lift Basis — No tipping fees based on 24 lifts per year, shall occur once per week.

OPTION#3 - Curbside Collection, Bulk Waste Collection once per week [5-DAY COLLECTION]

Automated curbside collection of a 96-gallon cart or a 43-gallon cart [in designated areas] shall occur once per week. The following materials shall be based on a per-unit price per month for each curbside collection unit whether residential or municipal with a frequency of one-time per week, collected on Monday, Tuesday, Wednesday, Thursday, and Friday. Service will be for the collection and disposal of Type 10, Type 13, and Type 23 solid waste according to the outlined collection schedule in Attachments #2 and #3. The Contractor may request the collection day to be changed with approval by the Willingboro Township Council.

Rear Load container collection based on the level of service shown in Attachment #2 will be provided on a per lift basis.

Bulky Waste (Type 13) will be collected by appointment once per month, on the same collection day during the month to be determined in agreement with the contractor, at curbside. A maximum of two (2) items per household will be scheduled and collected. Any items over two items will be left at curbside. All mattresses must be wrapped in plastic in order to be collected. Any unwrapped mattress shall be left at curbside. No "white goods" shall be collected as part of this contract.

OPTION #4- Curbside Collection, Bulk Waste Collection once per month by appointment [5 - DAY COLLECTION]

Automated curbside collection of a 96-gallon cart or a 43-gallon cart [in designated areas] shall occur twice per week. The following materials shall be based on a per-unit price per month for each curbside collection unit whether residential or municipal with a frequency of one- time per week, collected on Monday, Tuesday, Wednesday, Thursday, and Friday. Service will be for the collection and disposal of Type 10, Type 13, and Type 23 solid waste according to the outlined collection

schedule in Attachments #2 and #3. The Contractor may request the collection day to be changed with approval by the Willingboro Township Council.

Rear Load container collection based on the level of service shown in Attachment #2 will be provided on a per lift basis.

Bulky Waste (Type 13) will be collected by appointment once per month, on the same collection day during the month to be determined in agreement with the contractor, at curbside. A maximum of two (2) items per household will be scheduled and collected. Any items over two items will be left at curbside. All mattresses must be wrapped in plastic in order to be collected. Any unwrapped mattress shall be left at curbside. No "white goods" shall be collected as part of this contract.

ALTERNATE BID #1- MONTHLY PRICE FOR COLLECTION OF ADDITIONAL CARTS

The Township would like alternate pricing based on a per-unit price, per month, for each additional unit collected at curbside whether residential or municipal with a frequency of onetime per week. The additional automated curbside collection of a 96-gallon cart or a 43-gallon cart [in designated areas] shall occur once per week at certain predetermined locations whether residential or municipal with a frequency of one-time per week, collected on the same frequency as regular trash collection. Service will be for the collection and disposal of Type 10, Type 1 3, and Type 23 solid waste according to the outlined collection schedule in Attachments #2 and #3.

Rear Load container collection based on the level of service shown in Attachment #2 will be provided on a per lift basis.

ALTERNATE BID #2 - MONTHLY PRICE FOR COLLECTION OF THREE (3) BULKY WASTE ITEMS

The Township would like alternate pricing based on Bulky Waste (Type 13) being collected once per month by appointment on the same collection day during the month to be determined in agreement with the contractor, at curbside. A maximum of two (3) items per household will be scheduled and collected. Any items over three items will be left at curbside. All mattresses must be wrapped in plastic in order to be collected. Any unwrapped mattress shall be left at curbside. No "white goods" shall be collected as part of this contract.

ALTERNATE BID #3 - MONTHLY PRICE FOR COLLECTION OF BULKY WASTE ITEMS TWO (2) TIMES PER MONTH

The Township would like alternate pricing based on Bulky Waste (Type 13) being collected two (2) times per month by appointment on the same collection day during the month to be determined in agreement with the contractor, at curbside whether it be as outlined in Option #1 or as outlined in Option #2. A maximum of two (2) items per household will be collected. Any items over two (2) items will be left at the curbside. All mattresses must be wrapped in plastic in order to be collected.

Any unwrapped mattress shall be left at the curbside. No "white goods" shall be collected as part of this contract.

ALTERNATE BID #4 - CURBSIDE COLLECTION OF GRASS CLIPPINGS AND VEGETATIVE WASTE (TYPE 23)

Curbside collection of a 96-gallon cart or a 43-gallon cart [in designated areas] shall occur twice per month from April 1 through September 30 of each calendar year during the contract period. Service will be for the segregated collection and disposal of Type 23 (grass clipping, and vegetative waste) collected separately and taken to a composting or recycling facility. The Township will be responsible for disposal fees. The following materials shall be based on a per-unit price per month for each curbside collection unit whether residential or municipal with a frequency of two times per month, collected every other Monday, Tuesday, Thursday, or Friday. Service will be specifically for the collection and disposal of Type 23 solid waste according to the outlined collection schedule in Attachments #2 and #3. The Contractor may request the collection day to be changed with approval by the Willingboro Township Council.

5.4. CONTANERS All residential containers in the Township of Willingboro are owned by the Township and the vendor's collection equipment [trucks, lift equipment etc.] must be compatible. Our carts are supplied through Safer Plastic and are 10" rubber wheel with a universal lift bar and 7/8 inch axle and a 95" cart lid.

The Township would like the option of either front, rear or side loaders as listed above.

5.5. COLLECTION SCHEDULE

- A. All collection services, as described in these specifications, shall be performed on all designated days between 7:00 a.m. and 5:00 p.m.
- B. The following legal holidays are exempted from the waste collection schedule: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day and Christmas Day. When a collection day falls on these listed holidays which was previously listed or which the laborers of a contractor are scheduled to work, the contractor shall notify the Township of Willingboro's Superintendent or Director of Public Works in writing not less than 14 days before the scheduled holiday of the contractor's intent NOT to collect on the holiday and the new schedule for collection due to the holiday. If a holiday falls on a day the Municipality is being serviced once per week or on a single monthly collection, the collection will be the next day after the holiday. The Township shall be responsible for notifying its residents of any changes related to holiday schedules.

5.6. SOLD WASTE DISPOSAL

- A. All solid waste collected within the Willingboro Township shall be disposed of in accordance with the Burlington Solid Waste Management Plan.

For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at the Burlington County Landfill, Columbus, New Jersey and paid for by the Township of Willingboro.

B. The Willingboro Township reserves the right to designate another disposal facility [or, if applicable, disposal facilities] in accordance with the Burlington 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. Willingboro Township will assume all additional costs or benefits that are associated with such designation.

5.7. VEHICLES AND EQUIPMENT

A. All vehicles shall be registered with and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3. I et seq.

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

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained 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 the performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

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

5.9. TELEPHONE FACILITIES AND EQUIPMENT

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

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

5.10. FAILURE TO COLLECT

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

A. LIQUIDATED DAMAGES

The contractor agrees that it will pay Willingboro Township as liquidated damages, in all cases where the Township of Willingboro shall elect to take such liquidated damages in lieu of actual damages, the following sums:

1 — One Thousand Five Hundred Dollars (\$1,500) per route for EACH day the contractor fails to collect the refuse in any route or portion thereof as required herein except where due to an Act of God.

2 — Two Hundred Fifty Dollars (\$250) for each violation for failure to clean up immediately, spillage or leakage from the contractor's vehicle or resulting from the collection or transporting of solid waste. There will be a 24-hour cure period before damages being levied.

3 — Fifty Dollars (\$50) for each violation for failure of any collection vehicle to be equipped with a broom and shovel as required.

4 — One Hundred Dollars (\$ 100) per occurrence for failure of the contractor to report and collect complaints as set forth in section 5.11. There will be 24-hour cure period before damages being levied.

5 — Fifty Dollars (\$50) for each violation for failure to cure a complaint pertaining to failures concerning the collection or transporting of solid waste. There will be 24-hour cure period before the damages being levied.

6 — One Hundred Dollars (\$100) per occurrence for any employee of the contractor accepting a gratuity as. Set forth in section 5.12.

7 One Thousand Dollars (\$1,000) per occurrence for the collection and/or disposal of any unauthorized stop or location.

8- Three Thousand Dollars (\$3,000) per occurrence for the commingling of trash with any other entity or account not authorized by the Township of Willingboro. In the event of commingling, each stop will constitute a separate violation.

9- Twenty-Five Dollars (\$25) per occurrence for each cart not returned to its point of collection set upright at the curb due to careless handling. Exceptions will be considered during severe weather conditions.

10 — One Hundred Dollars (\$ 100) per roll-off container for failure to empty roll-off containers on their regularly scheduled service days at the DPW yard located at 25 Industrial Ave, Willingboro or any other location as may be designated within the Township of Willingboro. Exceptions will be given where advance notice has been provided due to unforeseen circumstances.

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

This provision is in addition to and not in limitation of other rights of the Township of Willingboro under the other parts of these specifications. In the event of continued and repeated violations that are not corrected by the contractor after due notice by the Township of Willingboro, the Township of Willingboro will have the right to withhold further monthly payments until said violations are corrected and cured. Such withholding of payments shall in no way relieve the contractor of fulfilling the contract terms and agreements specified herein. Liquidated damages shall be deducted form the monthly bill after a written notice has been provided to the contractor itemizing each violation and the total amounts associated thereto.

5.11. COMPLANTS

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

B. The Contractor shall submit a copy of all complaints received and the action taken to Willingboro Township.

5.12. SOLICITATION OF GRATUITIES The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract.

5.13. INVOICE AND PAYMENT PROCEDURE

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

1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the

Contractor will submit an invoice to Willingboro Township 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 Willingboro Township for reimbursement.

B. Willingboro Township shall pay all invoices within 30 days of receipt. Willingboro Township will not be obligated to pay a defective invoice until the defect is cured by the Contractor. Willingboro Township shall have 30 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 Willingboro Township 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, Willingboro Township 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 Willingboro Township will pay the costs of disposal, the disposal facility shall bill Willingboro Township directly for all costs (including taxes and surcharges).

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

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

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

5.17. CERTIFICATES Upon notification by Willingboro Township, the lowest responsible bidder shall supply to the Contract Administrator, within five days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.18. INDEMNIFICATION The Contractor shall indemnify and hold harmless the Willingboro Township from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by Willingboro Township on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees

or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

6. BIDDING DOCUMENTS

6.1. BIDDING DOCUMENTS CHECKLIST

- (A) Photocopies of bidder's certificate-of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13: I E-126.
- (B) Statement of bidder's qualifications, experience and financial ability.
- (C) A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to Willingboro Township.
- (D) Stockholder statement of ownership.
- (E) Non-collusion affidavit.
- (F) Consent of surety.
- (G) Proposal.
- (H) (H) ★ Business Registration Certificate (BRC) issued by the New Jersey Division of Revenue.
- I Affirmative Action Affidavit
- (J) Iran Disclosure Form
- (K) Disclosure of Investments in Iran
- (L) Mandatory Equal Employment Opportunity Language (M)
American With Disabilities Act of 1990

Name of Firm/Individual

Title

Signature

Date

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

Name

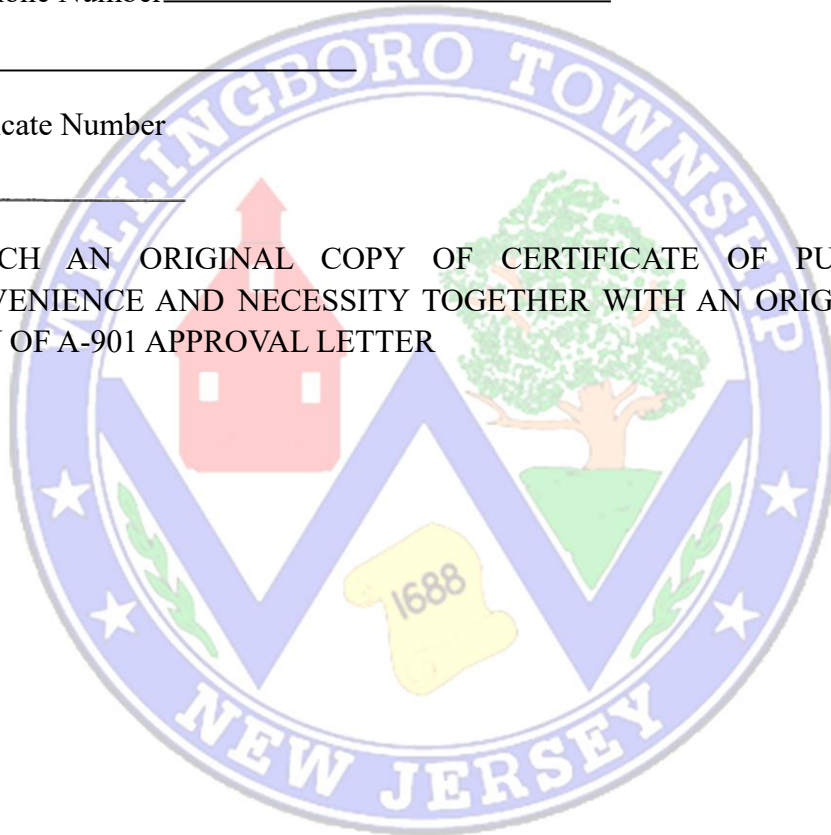
Complete Address _____

Telephone Number _____

Certificate Number

Date _____

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



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

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF BURLINGTON} SS: TOWNSHIP OF WILLINGBORO

I _____ am the _____

My Commission expires

20

Note: A partnership must give firm name and signature of all partners. A corporation must

give full corporate name and signature of official, and the corporate seal affixed.



QUESTIONNAIRE

This questionnaire must be filled out and submitted [with] as part of the Bid Proposal for solid waste collection and disposal for Willingboro Township. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name?

List any other names under which the bidder, its partners or officers have conducted business in the past five years.

2. Has the bidder failed to perform any contract awarded to it by the Willingboro Township Council under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

3. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Willingboro Township Council in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

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

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

- (a) Name of contracting unit;
- (b) Approximate population of contracting unit;
- (c) Term of contract from: to;
- (d) How were materials collected?
- (e) Give location of disposal site or sites and methods used in the disposal of solid waste.

- (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
6. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
7. Where can this equipment described above be inspected?
8. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
9. 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.
10. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
11. List the name and address of three credit or bank references.
12. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidder's assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.
13. Additional remarks.

6.4 BID GUARANTY [FORM SUPPLIED BY CONTRACTOR]

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP [FORM SUPPLIED BY CONTRACTING UNIT]

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF BURLINGTON SS: Township of Willingboro

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

I am employed by the firm of _____ [NAME OF BIDDER], the bidder submitting the Bid Proposal for the above-named project, in the capacity of _____ [TITLE OF AFFIANT], and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Willingboro Township Council rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

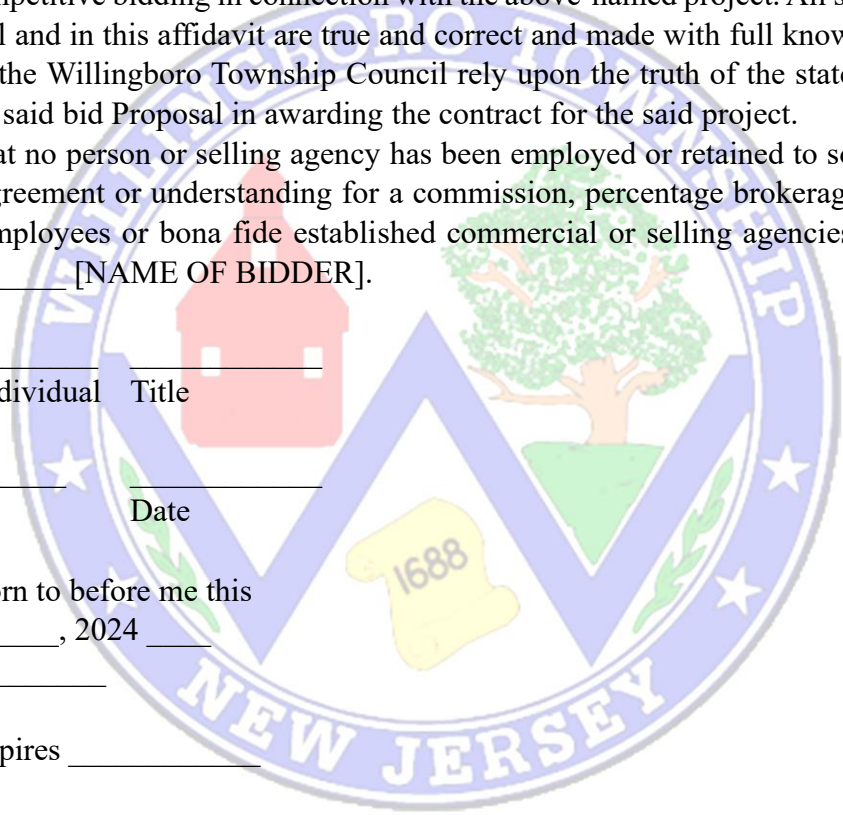
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained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

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me this _____ day of _____, 2024 _____

Notary Public of
My Commission expires _____





OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF
PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O.
BOX 230 TRENTON, NEW JERSEY 08625-0230

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

Please answer all questions and complete the information requested.

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or herself.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a corporation, partnership, or limited liability company with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; therefore, disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the information requested in the space below: *

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein.

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

- | | YES | NO |
|---|-----|--------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | | <input type="checkbox"/> |

If you answered **YES** to Question 4, you must disclose the information requested in the space below: *

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member with a 10% or greater interest have been identified.

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

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

beneficial interest.*

6.7 CONSENT OF SURETY [FORM HELD BY THE CONTRACT UNIT]

6.8 PROPOSAL Proposal for Solid Waste Collection beginning June 1, 2024, and ending May 31, 2027, with the option to renew for two (2) consecutive one-year terms in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

[NAME OF THE CONTRACTING UNIT]:

I or We

of

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

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

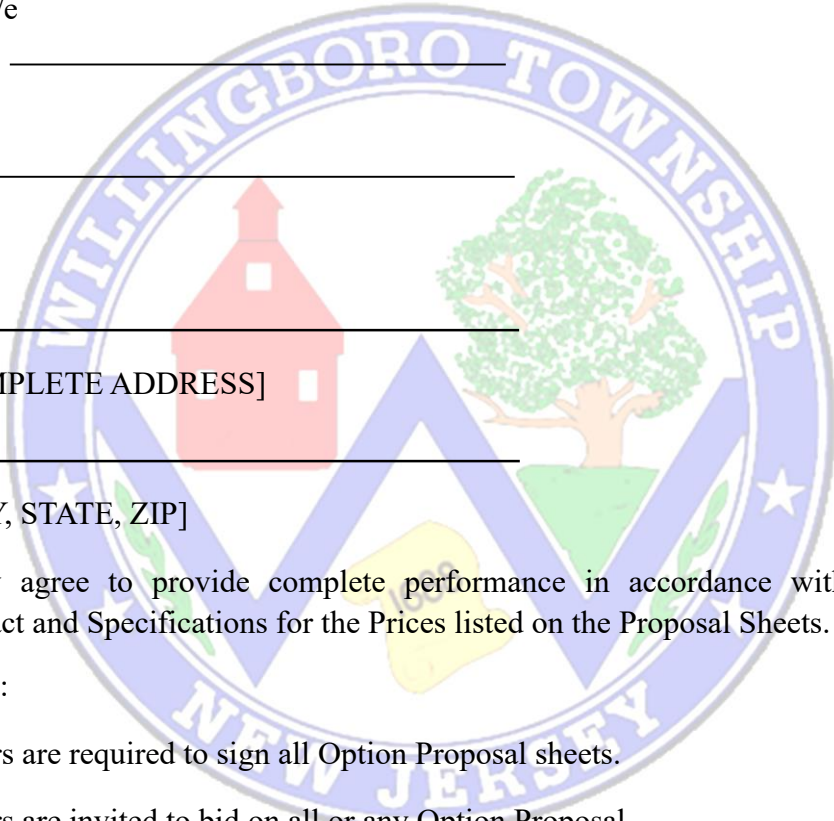
NOTE:

Bidders are required to sign all Option Proposal sheets.

Bidders are invited to bid on all or any Option Proposal.

Signature. Affix Seal if a corporation.

Title



6.8.1 BASE BID - Curbside Collection, Bulk Waste Collection once per month by appointment

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications with one collection in each and every week as described in Section 5.2, 5.3 and Attachment #2 for the period COMMENCING JUNE 1, 2024, AND TERMINATING MAY 31, 2027 (BOTH DATES INCLUSIVE), with the option to renew for two (2) consecutive one-year terms:

Lowest Responsible Bidder based on 11,101 units

Written Per Unit Price

Per Unit Price

Option Year

Year I

Year 2

\$ _____

Year 3

\$ _____

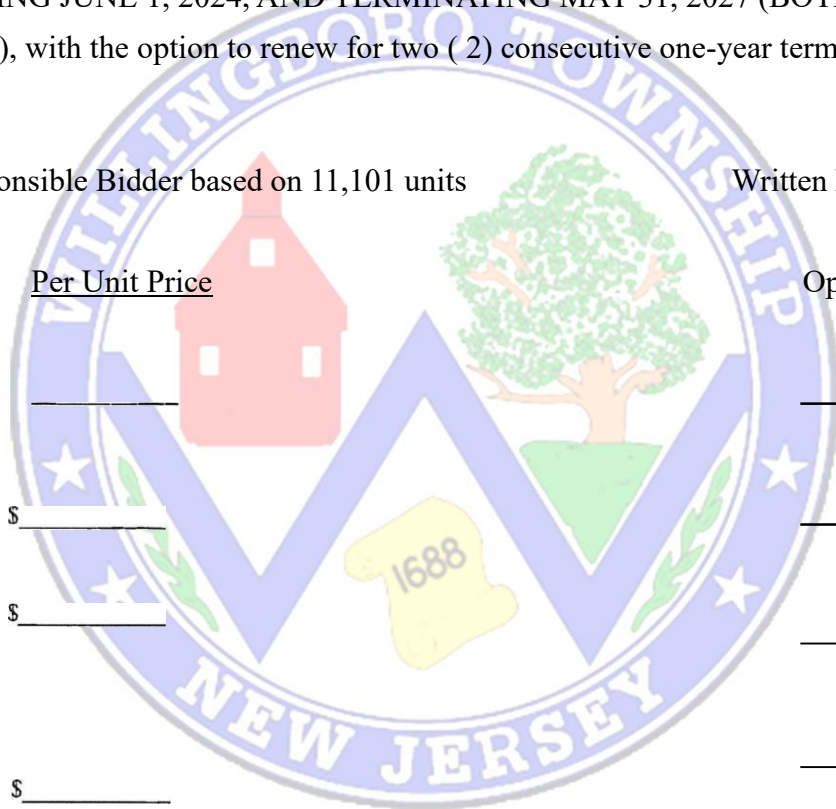
Year 4

Option Year \$ _____

Year 5

\$ _____

Option Year



6.8.1BASE BID - ROLL OFF CONTAINER COLLECTION_____

The undersigned will contact to do all the and furnish all the materials, labor, equipment, etc., necessary to carry out the intent of these specifications with one collection in each and every week as described in Section 5.2, 5.3 and Attachment #2 for the period COMMENCING JUNE 1, 2024, AND TERMINATING MAY 31, 2027 (BOTH DATES INCLUSIVE), with the option to renew for two (2) consecutive one-year terms:

Base Bid- Roll Off Container Collection on a Per Lift Basis- No Tipping Fees
Lowest Responsible Bidder based on 24 lifts per year.

	<u>Per Unit Price</u>	<u>Written Per Unit Price</u>
Year 1\$	_____	_____
Year 2\$	_____	_____
Year 3 \$	_____	_____
Year 4 \$	_____	_____
Option Year		
Year 5 \$	_____	_____
Option Year		

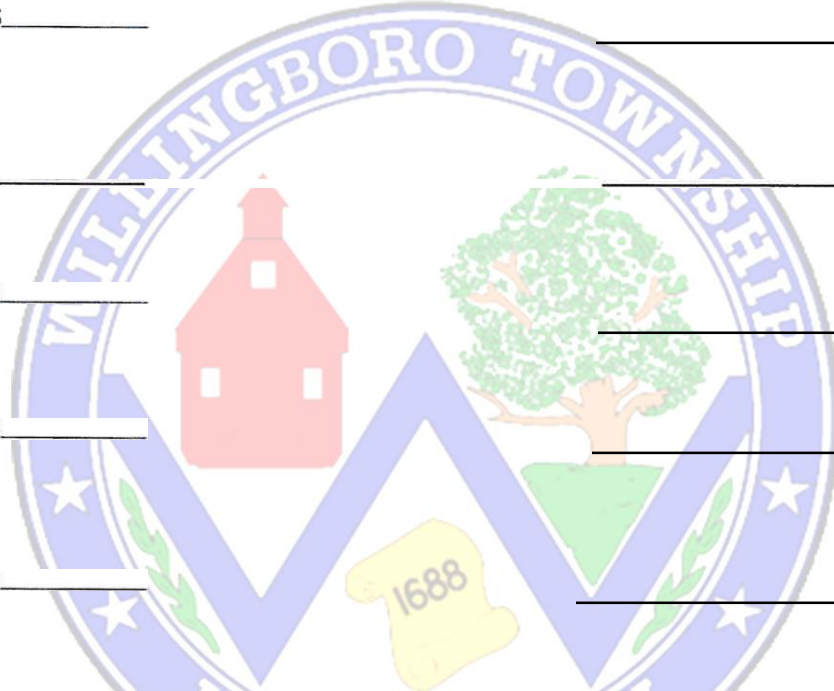
OPTION #2 Base Bid— Curbside Collection, Bulk Waste Collection once per week

Lowest Responsible Bidder based on 11,101 units.

Per Unit Price

Written Per Unit Price

Year I	\$ _____	_____
Year 2	_____	_____
Year 3	\$ _____	_____
Year 4	\$ _____	_____
Option Year		
Year 5	\$ _____	_____
Option Year		

The seal of Willingboro Township, New Jersey, is a circular emblem. It features a central shield with a red barn on the left and a green tree on the right. Below the shield is a yellow banner with the year '1688'. The shield is flanked by two green laurel branches. The outer ring of the seal contains the text 'WILLINGBORO TOWNSHIP' at the top and 'NEW JERSEY' at the bottom, with two white stars on each side.

OPTION #3 — Curbside Collection, Bulk Waste ~~Collection~~ once per week [5-DAY COLLECTION] Lowest Responsible Bidder based on 11,101 units

Per Unit Price

Written Per Unit Price

Year I	\$ _____	_____
Year 2	\$ _____	_____

Year 3 \$ _____

Year 4 \$ _____

Option Year

Year 5 \$ _____

Option Year

OPTION #4- Curbside Collection, Bulk Waste Collection once per month by appointment [5 - DAY COLLECTION]

Automated curbside collection of a 96-gallon cart or a 43-gallon cart [in designated areas] shall occur twice per week.

Lowest Responsible Bidder based on 11, 101 units.

Per Unit Price

Written Per Unit Price

Year 1 \$ _____

Year 2 \$ _____

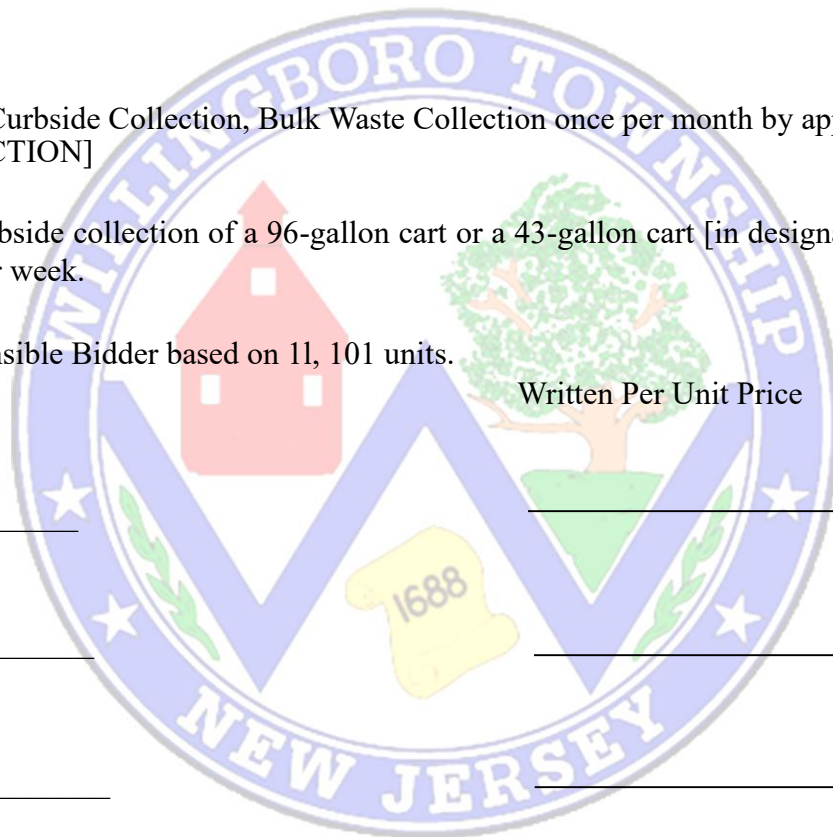
Year 3 \$ _____

Year 4 \$ _____

Option Year

Year 5 \$ _____

Option Year



6.8.2 ALTERNATE BID#1 MONTHLY PRICE FOR COLLECTION OF ADDITIONAL CARTS

The undersigned will contact to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications with one collection in each and every week as described in Section 5.2, 5.3 and Attachment for the period COMMENCING JUNE 1, 2024 AND TERMINATING MAY 31, 2027 (BOTH DATES INCLUSIVE), with the option to renew for two (2) consecutive one-year terms:

Curbside Collection, per unit per month Ix per week

Lowest Responsible Bidder based on per unit. price collected Ix per week

	<u>Per Unit Price</u>	<u>Written Per Unit Price</u>
Year 1	\$ _____	_____
Year 2	\$ _____	_____
Year 3	\$ _____	_____
Year 4	\$ _____	_____
Option Year		

Year 5 \$ _____
Option Year

ALTERNATE BID #2 -. MONTHLY PRICE FOR COLLECTION OF THREE (3) BULKY WASTE ITEMS

Current sizes: Lowest responsible Bidder based on 12 lifts per year.

Per Unit Price

Written Per Unit Price

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

Option Year

ALTERNATE BID#3 - MONTHLY PRICE FOR COLLECTION OF BULKY WASTE ITEMS TWO (2) TIMES PER MONTH

Current sizes: Lowest Responsible Bidder based on 24 lifts per year.

	<u>Per Unit Price</u>	<u>Written Per Unit Price</u>
Year I	\$ _____	_____
Year 2	\$ _____	_____
Year 3	\$ _____	_____
Year 4	\$ _____	_____
Option Year		
Year 5	\$ _____	_____
Option Year		



6.8.3 ALTERNATE BID #4- CURBSIDE COLLECTION OF GRASS CLIPPINGS AND VEGETATIVE WASTE (TYPE 23)

The undersigned will contact to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications with collections to occur twice per month during the time period of April 1 through September 30 of each calendar year during the contract period. Attachment #2 for the period COMMENCING JUNE 1, 2024 AND

TERMINATING MAY 31, 2027 (BOTH DATES INCLUSIVE), with the option to renew for two (2) consecutive one-year terms:

Curbside Collection of segregated grass April through September. per unit per month 2x per month

Lowest Responsible Bidder based on 11,101 unit, 6 months)

<u>Per Unit Price</u>		<u>Written Per Unit Price</u>
Year 1	\$ _____	_____
Year 2	\$ _____	_____
Year 3	\$ _____	_____
Year 4	\$ _____	_____
Option Year		
Year 5	\$ _____	_____
Option Year		

Name of Firm or Individual _____ Date _____

Signature

7 CONTRACT DOCUMENTS

7.2 CONTRACT 7.3 (Reserved)

7.4 VEHICLE DEDICATION AFFIDAVIT

STATE OF NEW JERSEY]

COUNTY OF Burlington

Willingboro Township

I, _____ [NAME OF AFFIANT], am the _____
IDENTIFY RELATIONSHIP TO BIDDER: OWNER, PARTNER:
PRESIDENT: OR OTHER CORPORATE OFFICER] of the

[NAME OF BIDDER] , and being duly sworn, I
depose and say:

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

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

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

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me this

_____ day of _____, 20____

Notary Public of My

Commission expires 20__.

7.5 (Reserved)

7.6. CERTIFICATE OF INSURANCE

[FORM ACCEPTABLE TO THE CONTRACTING
UNIT]



7.7.AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF BURLINGTON

} ss.:

Township of Willingboro

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

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

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

____ day of ____ 20 .

Notary Public of

My Commission expires_____, 20 .

7.8 CERTIFICATE OF INSURANCE

[FORM ACCEPTABLE TO THE CONTRACTING
UNIT]



7.10 BUSINESS REGISTRATION OF PUBLIC CONTRACTORS

New Jersey Business Registration Requirements

Effective September 1, 2004, all business organizations that do business with a local contracting agency are required to be registered with the State of New Jersey and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

All named contractors and subcontractors in a proposal performing work for a local contracting agency must be registered with the State of New Jersey, Department of Treasury, Division of Revenue and must provide proof of all registrations at the time the proposals are received (the moment in time when proposals are formally opened and no other proposals are accepted) by the Governing Body. Failure to submit proof of registration(s) for all named contractors and subcontractors with the bid package is a non-waivable defect and will be cause for mandatory rejection of the bid.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project_

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 terms of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N .J.S.A. 52:32-44(g) 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 section I of P.L.2001, c. 134 (C.52:32-44 et al.) or subsection c. or f. of section 92 of P.L. 1977, 0.110 (C.5: 12-92), or that provides false business registration information under the requirements of either of those sections, 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.

Any contractor wishing to register should do the following:

To register; Businesses must complete Form NJ-REG and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division. Online filing is strongly encouraged.

() Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the "online" link and then select

"Register for Tax and Employer Purposes."

() Download the paper form and instructions at www.nj.gov/treasury/revenue/revpnt.htm. The

Division at 609-292-1730 to have a form mailed to you.

*Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or

Formation. For more information on this subject, visit www.ni.gov/treasury/revenue/filecerts.htm or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be downloaded from the web at www.nj.gov/treasury/revenue/pdfforms/reg_a.pdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 086460252.

How do I receive the proof of registration certificate?

o New registrants. When completing Foul). NJ-REG, make sure you answer "Yes" to the contractor/subcontractor question (Online — Item 17; Paper Foul — [item 18]). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.

o Previously Registered Businesses. Call 609-292-1730 and select option 3. The Division of Revenue's service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division's Client Registration Bureau in person and request a certificate. The address is 847 Roebing Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information:

Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJREG).

A Company official's signature is required below to acknowledge that this requirement is read, understood and complied

SIGNATURE:

PRINT NAME:

TITLE:

DATE:

INCLUSION OF A COPY OF BUSINESS REGISTRATION MANDATORY!

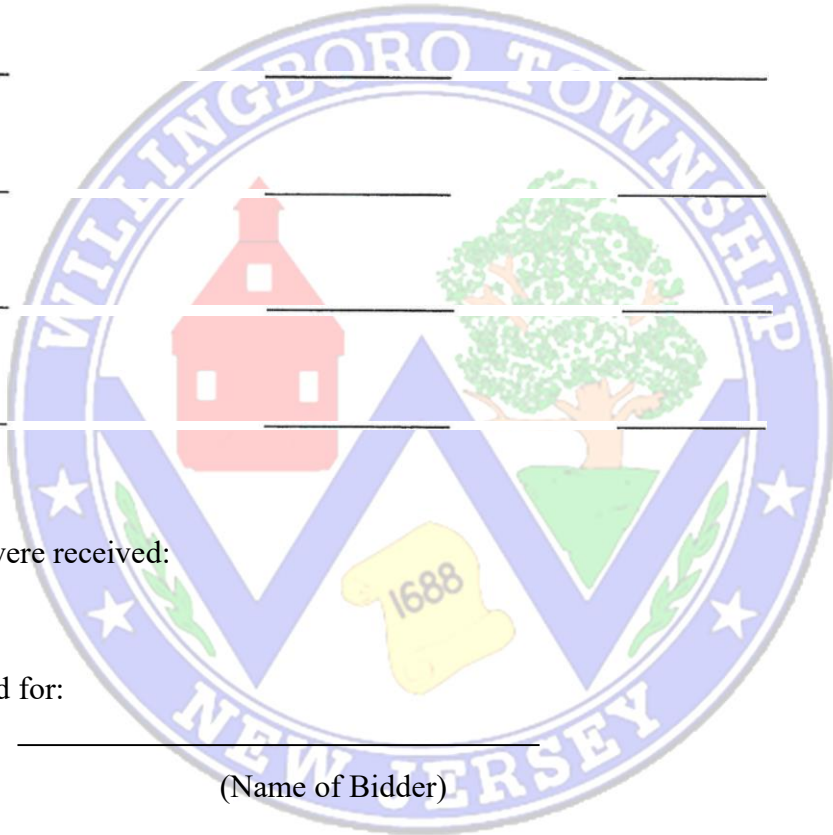


7.7 ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
------------------------	--------------	---

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



No addenda were received:

Acknowledged for:

(Name of Bidder)

By:

(Signature of Authorized Representative)

Name:

(Print or Type)

Title:

Date:

7.8 IRAN DISCLOSURE FORM

Form #39 (Nov. 2016) I

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

I. Background

A. Certification

Pursuant to Public Law 2012, c.25 (N.J.S.A.52:32-55, et. seq.), any person or entity ("bidder") that submits a bid or proposal or otherwise enters into or renews a contract with a board of education is required to disclose if it is engaged in investment activities in Iran. In order to comply with the provisions of P.L. 2012, c. 25, all bidders are required to complete a certification that attests that neither the bidder, nor any of its parents, subsidiaries and/or affiliates is listed on the list developed by the New Jersey Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran, pursuant to section 3 of P.L.2012, c. 25 (N.J.S.A. 52:32-57). The Department of Treasury List is available at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. A copy of the list is attached for informational purposes. All bidders are advised to refer to the most current version of the list to ensure compliance with P.L. 2012, c. 25.

B. Unable to certify

If the bidder is unable to certify compliance with the law, the bidder shall provide a detailed and precise description of such investment activities as described in N.J.S.A. 52:32-56(f).

C. False certification

If the board determines that a person or entity submits a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity. The Attorney General shall determine whether to bring a civil action against the person or entity to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

Ll. Instructions for Completing the Disclosure of Investment Activities in Iran Form

A. Part 1: select and check the appropriate box.

Top box: Select this box if the person or entity (bidder) filling out the form is able to certify that neither the person or entity nor any of the bidder's parents, subsidiaries, or affiliates is listed in the Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to PL. 2012c, c. 25 (N.J.S-A. 52-32-55, ct. seq-). If you check the top box, skip part 2, fill in part 3 and return the form along with other required documentation in your bid or proposal.

Bottom box: Select this bottom box if the person or entity (bidder) filling out the form is listed and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran. If you select this box, you must complete part 2 of the certification. Form #39 (Nov. 2016) 2

B. Part 2: Complete this part only if you selected the bottom box in Part 2.

If you must complete this part, make sure that you provide a detailed, accurate and precise description of the activities. In so doing, please make sure that you complete all fields. With regards to the Bidder contact information, please provide phone numbers and/or the most effective way to reach the person filling out the form. Add additional activities as attachments, following the format under Part 2. List the number of attachments on the form and affix the attachments to the form.

C. Part 3: Certification

Complete this section as required, including printing the name, signing, dating the document, providing the title of the person who is filling the form and the bidder/vendor contact

information. The bidder/contact information should be the most effective way to reach the person filling out the form. Form #39 (Nov. 2016) 3



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name:

Contract Name:

Contract/Renewal Date:

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52:32-55 et. seq.), any person or entity (bidder) that submits a bid or proposal or otherwise proposes to enter into or renew a public contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive, If the board determines that a bidder submits a false certification, the board shall report the name of the bidder to the New Jersey Attorney General, who shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59).

PART 1. PLEASE CHECK APPROPRIATE BOX o I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above or am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.

o I am unable to certify as indicated above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide the information required in Part 2 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. INVESTMENT ACTIVITIES IN IRAN

(Complete only if you checked the second box in Part I)

Please provide further information related to investment activities in Iran. You must provide a detailed, accurate and precise description of the activities of the bidder, the bidder's parents, subsidiaries and/or affiliates that are engaged in investment activities as described in N.J.S.A 52:32-56(f).

1. Name and Address:
2. Relationship to Bidder:
3. Duration of Engagement:
4. Cessation of Activity: Form #39 (Nov. 2016) 4
5. Bidder Contact Name:
6. Bidder Contact Phone Number:

ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (Check this box are including additional activities): If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of Attachments:

PART 3. CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that _____ (Fill in the name of the SFA) is relying on (he information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the school 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 school and that the school, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

1. Full Name (Print): 2. Date:
3. Signature:

4. Title:

5. Bidder/Vendor:

6. Bidder/Vendor Phone Number and/or Contact Information:



Exhibit H:



**DISCLOSURE OF INVESTMENT
ACTIVITIES IN IRAN FORM**

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY -
DIVISION OF PURCHASE AND
PROPERTY 33 WEST STATE STREET,
P.O. BOX 230 TRENTON, NEW JERSEY
08625-0230

RFP SOLICITATION # AND TITLE:

VENDOR NAME:

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment
Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

DPP Rev. 12.13.2021

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race,

creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the
Div. of Contract

Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.

17:27.

ATTACHMENT#1A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of Willingboro, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense. The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the

contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

ATTACHMENT #2

Township of Willingboro - MUNICIPAL DATA

Township of Willingboro — Collection will be done:

1 x week - Monday/Tuesday/Thursday/Friday - (see attached map)—
Attachment #2

(This schedule may be changed with the new contract.)

Number of single family homes including duplexes and Multifamily dwellings of less than 5 units: (according to Township Tax Assessor)	11,101 units
Square Miles	7.5miles
Population 2020 (est)	33,045
Improved Roads	126

Road Miles:

Township, County & State	126
	Total
<u>Type 10 Municipal Waste</u>	
2019	11,824 Tons
2020	14,689 Tons

2022 Landfill Rates for Waste Types 10, 23

2020	85.07 per ton
2021	86.77 per ton
2022	88.58 per ton
2023	95.04 per ton
2024	99.40 per ton

2022 Landfill Rates for Waste Type 13

2021	92.42 per ton
2022	94.53 per ton
2023	101.46 per ton
2024	106.14 per ton



Neighborhood Collection schedule listed below

Schedule A shall be collected on a Monday at 1x per week. Schedule B shall be collected on a Tuesday at 1x per week

Schedule C shall be collected on a Thursday at 1x per week

Schedule D shall be collected on a Friday at 1x per week

- Schedule A Pennypacker, Millbrook, Rittenhouse and Deer Park
Parks:
- Schedule B Buckingham, Somerset, and Fairmount
Parks:
- Schedule C Garfield East, Garfield North, Hawthorne
Parks:
- Schedule D Garfield, Twin Hills, Beverly Rancocas Road, Country Club
Parks: Windsor, Lake Drive,
Martins Beach

Municipal Buildings, parks and public works yards: See Level of Service below

<u>Facility</u>		<u>Size</u>
Emergency Services Center	2	2-yard (Fri)
Kennedy & Charleston Rd's Municipal Complex I Salem Road	2	2-yard (Fri)
Public Works Garage Industrial Way	2	(on call) 30-yard open top
Providence House	2	2-yard (Fri)
Kennedy Center 429 Kennedy Blvd.	1	3 0-yard compactor (on call)

Level of Service:

Service at the above Municipal Facilities is presently 1x a week on a Friday schedule.

*Schedule cannot be changed

Commercial Pick-ups: Container or curbside 0

Thank you for your
submission
To the Township of
Willingboro
The seal of the Township of Willingboro, New Jersey, is a circular emblem. It features a central shield with a red house, a green tree, and a blue mountain range. The shield is set against a background of a large, stylized 'W' shape. The words 'WILLINGBORO TOWNSHIP' are written in a blue arc at the top, and 'NEW JERSEY' is written in a blue arc at the bottom. Two white stars are positioned on either side of the shield. Below the seal, the words 'WILLINGBORO' and 'TOWNSHIP' are written in blue, with 'NEW JERSEY' in smaller blue letters below 'TOWNSHIP'.
Purchasing Department