

**CURBSIDE RECYCLABLES COLLECTION  
FOR THE  
BOROUGH OF ELMWOOD PARK**

**BID OPENING DATE:**

**Tuesday, August 25, 2026  
11:00 a.m.  
COUNCIL CHAMBERS  
MUNICIPAL BUILDING  
182 MARKET STREET  
ELMWOOD PARK, NEW JERSEY**

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THESE SPECIFICATIONS MUST BE KEPT TOGETHER, ALL INFORMATION AND FORMS MUST BE COMPLETED UPON SUBMISSION OF BID

**BOROUGH OF ELMWOOD PARK  
LEGAL NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received by the Bid Opening Committee of the Borough of Elmwood Park, County of Bergen, State of New Jersey for the services of:

**CURBSIDE RECYCLABLES COLLECTION FOR  
THE BOROUGH OF ELMWOOD PARK**

Bids will be opened and read aloud on Tuesday, August 25, 2026 at 11:00 a.m. prevailing time, or as soon thereafter as the matter can be reached, in the Council Chambers of the Municipal Building, 182 Market Street, Elmwood Park.

Specifications and proposals on file at the office of the Borough Clerk, Municipal Building, will be furnished to prospective bidders during normal business hours. Bids must be made in proposal forms furnished, and must be enclosed in sealed envelopes bearing the name and address of the bidder outside, and addressed to the Borough Clerk, Borough of Elmwood Park, New Jersey and must be accompanied by a proposal guarantee in the form of a certified cashier's check, or bid bond in the amount of 10% of the total bid, not to exceed \$20,000, together with a non-collusion affidavit and required documents as set forth in the Specifications, and delivered at the place above mentioned, on or before the hour named. Bidders are required to comply with the requirements of the Public Laws, 1975, Chapter 127 as amended. All Corporations and/or Partnerships shall comply with N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27 Public Laws of 2011 by submitting a statement setting forth the names and addresses of all stockholders in the Corporation or partnership who own 10% or more of its stocks.

The Mayor and Council reserve the right to reject any or all bids or waive any informalities in any bid if found to be in the best interest to do so. No third-party requests for Specifications will be honored.

Shanee Morris, RMC, CMR  
Borough Clerk

## 2.01 DEFINITION OF TERMS

- 2.1 **ALUMINUM:** means all products made from aluminum and being used as containers for various matter, and any and all materials known by this term.
- 2.2 **ALUMINUM CANS:** means containers made of aluminum used for beverages and/or food products and substances.
- 2.3 **ATTORNEY:** shall be the Borough Attorney of the Borough of Elmwood Park, N.J., or their designee.
- 2.4 **BIDDER:** individual, firm, partnership or corporation who submits a Proposal for the work contemplated, acting directly or through a duly authorized representative, and in conformity with the requirements hereof.
- 2.5 **BIODEGRADABLE:** shall mean capable of being broken down into innocuous products by the metabolic process of living beings particularly micro-organisms.
- 2.6 **BOROUGH:** shall mean the municipality known and incorporated as the Borough of Elmwood Park, N.J. which includes the Mayor and Council, its agents, employees and the Borough's duly authorized representatives. It shall also mean the geographical boundaries or the zone boundaries of the Borough of Elmwood Park when used in that manner.
- 2.6A **BRUSH:** a growth of small trees and shrubs; lopped-off bushes or branches of trees; brushwood.
- 2.7 **CARDBOARD:** material consisting of liners of either test liner, jute or kraft with the physical appearance of ribbed in folds or wrinkles. Material can be either single or double faced; single, double or triple walled. Corrugated is one type of cardboard. Excluded in this definition is "wax coated" cardboard which must be collected as part of the "base bid".
- 2.8 **COLLECTOR:** a person or firm engaged in the business of solid waste collection and hauling; properly licensed by the State of New Jersey.
- 2.9 **COLLECTION SERVICE:** mean the service a Contractor, for the price bid, furnishes at this own expense and without liability to the Borough all labor, equipment, vehicles, tools, implements, material, transportation necessary and proper to provide adequate, uninterrupted collection of recyclables from all qualifying users and the removal to an authorized disposal site outside the Borough limits in accordance with laws of all agencies as defined during the term of the contract and in accordance with the specifications.
- 2.9A **COMMINGLE:** means to mix together
- 2.10 **CONTAINER:** shall mean any metal or plastic barrel or other sturdy receptacle.
- 2.11 **CONTAMINATED:** shall include all those items normally of a recyclable nature that contain a substance or substances such as paint, turpentine, or animal droppings, etc. that render the material un-marketable as a recyclable.
- 2.12 **CONTRACT:** the agreement covering the performance of the project herein defined and payments therefore, including Advertisement for Proposal, Proposal, Resolution of Award of Contract, Executed Contract, Contract Bond, Specifications, and Agreements which may be entered into, all of which documents are to be treated as one instrument whether or not set forth at length in the form of Contract executed by the Contractor and the Borough.
- 2.13 **CONTRACTOR:** part of the second part to the Contract acting directly or through agents or employees and primarily liable for the proper performance of the project and for the payment of all legal debts or claims pertaining to the project and shall include all personnel, labor, trucks, equipment and other apparatus which may be necessary for the performance of the work required for the proper and sanitary collection and disposal of all recyclables from all house buildings, premises and properties as specified herein.
- 2.14 **COORDINATOR:** means the person appointed by the Mayor and Council who shall be authorized to coordinate the Borough's Recycling Program and assist with the enforcement of all applicable Ordinances and the rules and regulations and other legal requirements in effect during the term of this Contract.

2.15 **CORRUGATED CARDBOARD:** boxes of the type with alternate furrows and ridges of heavy kraft paper for protection and/or any container of similar design.

2.16 **COUNCIL:** the members of the Governing Body of the Borough of Elmwood Park, N.J.

2.17 **DISPOSAL SITE:** that site(s) which according to law now is and/or which may hereafter be authorized for use by the Borough.

2.18 **ENGINEER:** The Borough Engineer or their duly authorized representative.

2.19 **GLASS:** includes all products made from silica or sand, soda ash and limestone (the product being used for packaging or bottling of various matter) and all other material known by this term, excluding however, blue, white and “flat” glass commonly known as window or plate glass, light bulbs, ceramics, mirrors or decorative glass.

2.20 **HAULING:** the transportation of recyclables collected from the Borough of Elmwood Park.

2.21 **HIGH-GRADE PAPER:** shall mean white, and/or off-white stationary, photocopy, tab cards, white letterhead, ledger paper, excluding, however, carbon, carbon paper and carbonless paper.

2.22 **INSPECTOR:** authorized representative of the Borough assigned to inspection.

2.23 **LAW:** shall include “in accordance with Law” and “in compliance with Law” and other words, phrases and clauses of similar import shall mean and include, in effect during the Contract term and as judicially interpreted: The State Sanitary Code of New Jersey; the Constitution of the State of New Jersey; the Charter of the Borough of Elmwood Park; Borough of Elmwood Park Ordinances; Statutes and codes of the State of New Jersey; any codes, regulations, directives, orders and mandates, having the effect of Law, enacted by Federal, State or County Department, Board Agency, Commission, or political subdivision of the foregoing, where applicable to the collection, hauling or disposal of Solid Waste, the Contract or Specifications.

2.24 **MAYOR:** the Mayor of the Borough of Elmwood Park, N.J., a member of the Governing Body.

2.25 **NEWSPAPERS:** a paper product shall include the type distributed usually daily or weekly, having printed thereon news, opinions, advertisements, and other matter of public interest. Included in this definition shall be magazines, junk mail, light cardboard and other periodicals (within the exception of window envelopes).

2.26 **NON-USERS:** any type of commercial, industrial, professional or similar activity (whether or not operated for a profit) occupying premises within the Borough and creating solid waste in any form, that use other than the Contractor of the Borough.

2.27 **OCCUPANT:** the owner, agent, tenant, lessee, caretaker or any other person in charge of any premises affected by this contract.

2.28 **PAPER:** is used to denote all products derived from the pulp of trees.

2.29 **PERSONS:** include all individuals, partnerships, corporations, owners, tenants, lessees, firms, societies, schools, churches, and associations, either profit or non-profit, within the Borough of Elmwood Park.

2.30 **PLASTIC:** term used in these specifications to include HDPE/PET containers, and includes, but not limited to, any container having a capacity of 12 ounces or more and a minimum wall thickness of not less than 0.010 inches used to contain beverages, foods or non-food products and composed of thermoplastic synthetic polymeric material; and also, ketchup containers, deli containers, spice containers, mustard containers, microwave plastics, margarine tubs, cottage cheese tubs, oil bottles, peanut butter tubs, shampoo containers, toothbrushes, felt tip markers, toothpaste tubes, toiletries, soap pumps, broken plastic toys and plastic hangers.

NOTE: The above definition is tentative as to description; however, plastics are one of recyclables to be collected.

2.31 **PROJECT:** the entire work to be performed under the contract.

2.32 **PROPOSAL:** the approved prepared form furnished by the Borough when properly filled in and executed and submitted as a bid for the performance of the project.

2.33 **RECYCABLE:** shall include all materials, designated by Ordinance or future Laws and Regulations, to be separated from solid waste placed at curbside for separate pick-up. Recyclables can include used newspapers, magazines, junk mail, aluminum, glass, cardboard, tin cans, and plastics, and other such items as may be determined by the Borough Council or their designee during the term of the Contract, which will be re-negotiated if need be.

2.34 **RECYCLING:** mean any process by which materials which would otherwise become solid waste are collected, separated or processed and returned to the economic mainstream.

2.35 **RESIDENT:** any person, occupant or firm occupying or retaining their place of residence or business within the Borough of Elmwood Park.

2.36 **SPECIFICATIONS:** shall include all documents related to the Proposal Form. The division of the Specifications into separate parts is merely for convenience and ready reference. It is intended that all parts of the Specifications shall constitute a single document.

2.37 **SURETY:** the legal entity, which is bound with and for the Contactor, and which engages to be responsible for their payment of all debts and obligations pertaining to and for their acceptable performance of the project.

2.38 **TIN CANS:** steel containers plated with a low-melting, metallic element called "tin", most commonly sealed air tight for containment of foods or beverages. Bi-metal cans are included in the standard commingled mix (such as cat food cans with pull tops) and others.

2.39 **USERS:** that portion of the Borough's population that resides in areas served and/or included in this Contract and any person occupying any dwelling unit. All municipal facilities.

2.40 **WHITE GOODS:** term that includes refrigerators, freezers, washers, dryers, furnaces, stoves, ranges, hot water heaters, air conditioners, trash compactors, dishwashers, metal desks, metal chairs, files, lockers, miscellaneous auto parts, sheet metal, bicycles, metal lawn furniture and lawnmowers.

### **3.0 INSTRUCTIONS TO BIDDERS**

3.1 **ALTERATION, CONDITIONS OR RESTRICTIONS:** alterations of the Proposal, changes, erasures, insertion of conditions, limitations, provisions, or the imposing of restrictions can be cause for the automatic disqualification of the bid, at the election of the Borough.

3.2 **ANTI-DISCRIMINATION:** all parties to any contract with the Borough agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 et seq., N.J.S.A. 10:5-31 et seq, and all rules and regulations thereunder.

3.3 **ASSIGNMENT OF CONTRACT:** there shall be no assignment or transfer of interest of the bid, contract, nor any part thereof, nor subletting of the work to be performed thereunder, nor any assignment of any money to become due thereon, without the consent of the Council, expressed by resolution. Such consent, if granted, shall not relieve the contractor of any of their responsibilities under the contract. In the event that a bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in their bid and attach for approval a list of said subcontractors and an itemization of the services to be supplied by them. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Borough.

3.4 **AWARD OF CONTRACT:** the Council reserves the right, after receiving the bids, to choose the term of years which it believes is in the best interest of the Borough; and the award, if made, will be to the lowest responsible bidder of the particular term of years chosen. The Borough shall award the Contract or reject the bid(s) within 60 days of the date of opening the bids. Bidder and its surety agree that the time of acceptance of the bid shall be automatically extended for an additional 30-day period for the making of the award, unless Bidder and its surety notify the Borough in writing by certified mail, not more than 10 days or less than 5 days from the date 30 days after the receipt of bids, that Bidder and its surety do not agree to said 30-day

automatic extension. In the event of said automatic extension, the Borough shall make the award or reject such bids on or before 90 days from the date of receiving bids.

3.5 **COMPLIANCE – LAWS:** it is understood that any contract awarded as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey. The Contractor must comply with all local, state, and federal laws and rules and regulations applicable to this contract and to the work to be done hereunder.

3.6 **CORPORATE AUTHORITY:** it is required that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority which the Secretary of State, Department of State, State House, Trenton, N.J. Refer to N.J.S.A. 14A:13-2 et seq.

3.7 **DELIVERY OR SURCHARGES:** fuel oil delivery or “surcharges” are not acceptable. No other charges will be paid by the Borough unless expressly agreed to in these specifications.

3.8 **EXTRA CHARGES:** all services quoted are exclusive of federal excise taxes and the New Jersey State Sales Tax and are on the basis of completion.

3.9 **FAILURE TO EXECUTE CONTRACT:** failure upon the part of the bidder to whom a contract is awarded to execute the contract in the manner required by these specifications and to furnish the required bond properly executed within twenty-one days after the award of the contract, shall be, at the election of the Council, deemed just cause for the annulment of the award. All bid deposits submitted to the Borough under the applicable provisions herein shall be retained by the Borough upon failure of the Bidder to furnish the required bond hereunder on account of any and all damages sustained by the Borough as a result of said non-performance.

3.10 **FAMILIARITY WITH PROPOSED WORK:** the required contract, the general conditions of the contract and the specifications are intended to fully cooperate with and complement each other; and the contractor (successful bidder) shall certify prior to executing the contract that it has fully read the contract and understands all the terms thereof and agrees that the execution of same shall be prima facie that it has read the contract. The successful bidder shall also certify that prior to executing the contract that he has read each and every section of the specification, and has considered the same and all other matters which can in any way affect the work under this agreement, and he agrees that he will not make any claim for or having any right to damages, or any other concession because of any misunderstanding of the contract, the general conditions of the contract, the specifications, or because of any lack of information.

3.11 **ACCIDENTS, INJURIES, DAMAGES:** if it becomes necessary for the Contractor, either as principal or by agent or employee, to enter upon the premises or property of the Borough for any reason, the Contractor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards, and protections against the occurrence or happening of any accident, injuries damages or hurt to any person or property during such entry on the premise or property of the Borough, and to be responsible for, and to indemnify and save harmless the Borough, its officers and employees, from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that may happen or occur upon or about such entry and all fines, penalties and loss incurred for or by reason of the violation of any Borough Ordinance, regulation, or the laws of the State, or the United States, while the said entry is in progress. Contractor will carry insurance to cover the Borough, its officers and employees against any claim for loss, damage or injury to property or person arising out of the performance of the Contractor or their employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the Contractor or their employees or agents and shall provide certification of such insurance to the Borough upon request.

The Contractor’s indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

3.12 **MAILED PROPOSAL FORM BIDS:** the Borough will not assume any responsibility for bids mailed in. Mailed bids shall be by “Certified Mail” and addressed to the attention of the “Borough Clerk” with the item being bid upon clearly marked in the lower left hand corner of the envelope. The Borough will not be responsible for bids not received on time or misdirected.

3.13 **OFFICIALS INTEREST IN PROPOSAL:** the successful bidder declares that

the only person interested in this proposal as principals are named herein as such; that no official of the Borough, and no person acting for or employed by the Borough, is directly or indirectly interested in this bid, or in any contract which may be made under it, or in any expected emolument or profit to arise therefrom; that their bid and the contract are made in good faith, without fraud, collusion, or connection with any other person bidding for the same work; that he has carefully examined the specifications herein and informed himself fully in regard to all conditions pertaining to the work, made their own examinations, estimates and bid, and from them enters into a contract.

3.14 **PAYMENT TO CONTRACTORS:** payment for goods and/or services purchased by the Borough will only be made on prescribed Borough vouchers.

3.15 **PRESENTATION OF PROPOSAL FORMS:** all proposals must be presented to the Borough Clerk either at the time and place specified in the advertisement, or prior to the time of the advertisement at the office of the Borough Clerk during regular business hours: Monday thru Friday (holidays excluded) from 8:30 a.m. to 4:30 p.m. All "Bid Form" proposals must be presented in a sealed, plainly marked envelope with the bidder's name appearing on the outside thereof. The item bid and "Attention: Borough Clerk" must appear in the lower left hand corner portion of the envelope. All "Bid Forms" must bear the name of the company submitting the bid and the signature and title of the representative authorized to do so.

3.16 **PRICE FLUCTUATIONS:** all prices quoted shall be firm and not subject to increase during the period of the contract.

3.17 **RIGHT TO REJECT BIDS:** the Borough reserves the right to accept any legally acceptable bid or to reject any or all bids at its sole discretion. A bid which is incomplete, obscure or conditional, or which contains additions, amendments, words, clauses or riders not called for, or irregularities of any kind, including alterations or erasures may be rejected. The Borough shall also reject any bid under any of the following circumstances:

- A. If the Bid Proposal is received after the response deadline;
- B. If the Bidder fails to furnish any of the material information required pursuant to the Request for Bids.
- C. If the Bidder misstates or conceals any material fact in the Bid Proposal or in response to any clarification;
- D. If the Bid Proposal is not responsive or does not strictly conform to the requirements of the RFB.
- E. If the Borough determines that the Bidder is not responsible, based on, but not limited to, lack of experience, consistent poor past work performance and/or a history of poor prior services provided to the Borough, which determination shall be made in accordance with law or;
- F. For any other reason, which in the sole judgment of the Borough, it decides to reject all Bid Proposals.

In the case of tie bids, the Borough shall have the authority to award the contract to the Successful Bidder or Successful Bidders selected by the Borough in its sole discretion.

3.18 **RIGHT TO TERMINATE CONTRACT:** the Borough shall have the right to terminate the contract on 30 days written notice to the successful bidder without penalty. This right shall be in effect during the term of the contract, and may be exercised if in the Borough's sole judgment, the successful bidder is failing to fulfill their obligations or to provide adequate service. See 4.1.6 below.

3.19 **STATUTES:** any reference to a law shall automatically include the phrase: "as may be supplemented or amended"

3.20 **TERM OF CONTRACT:** the term of contract shall begin on August 1, 2026 and shall continue for either a one-year period, terminating July 31, 2027; or a two-year period, to begin on August 1, 2026 and terminating on July 31, 2028; or a three-year period to begin on

August 1, 2026 and terminating on July 31, 2029. All bidders must bid all three options. The Borough may, if it deems it to be in its best interests, extend the contract pursuant to N.J.S.A. 40A:11-15.

**3.21 WRITTEN CONTRACT:** a written contract is necessary. The successful bidder is required to enter into a written contract with the Borough, prepared by the Borough Attorney, which must be executed by the successful bidder and returned to the Borough no later than 21 days after the award, Sundays and holidays excepted; provided, however, that all parties to the contract may agree to extend the limit set forth in the Specifications beyond the 21-day period. No proposal will be considered as binding upon the Borough until the execution of the contract.

**3.22 RECORDKEEPING REQUIREMENT:** the contract partner, as that term is defined pursuant to (N.J.A.C. 19:70-1.2) shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**3.23 ADDENDA & INTERPRETATIONS:** bidders shall carefully examine the bid specifications, requirements and contract documents.

Any questions, ambiguities or inconsistencies shall be brought to the attention of the Borough at least 10 days prior to the Bid Opening. Any non-written explanations given before the award of the Contract shall not be binding upon the Borough.

A request for an interpretation by the Bidder shall be in writing addressed to the Borough Clerk. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Request for Bids which, if issued, will either be faxed or mailed by certified mail with return receipt requested to all prospective Bidders, not later than five (5) days (Saturdays, Sundays, and Holidays excepted) prior to the date fixed for the opening of bids. Bidders must complete and submit the Acknowledgment of Receipt of Addenda.

**3.24 OWNERSHIP DISCLOSURE:** in accordance with P.L. 1977, c.33, (N.J.S.A. 52:25-24.2) all bids submitted by a corporation or partnership shall set forth in the Disclosure Statement attached hereto as Attachment C, the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest, as the case may be. If one or more of such stockholders or partners is itself a corporation or partnership, any stockholder holding 10% or more of that corporation's stock, or any individual owning 10% or greater interest in that partnership, as the case may be, shall also be listed until all individuals are named who exceed the 10 percent ownership criterion.

**3.25 BID PROTESTS AND CONTRACTOR'S RESPONSIBILITIES:** vendors or contractors may contact the Borough in writing, when they feel it necessary to challenge a procurement specification item or to protest an award of contract. All challenges and protests will be reviewed by appropriate Borough personnel and Borough Counsel. All determinations shall be made in writing to the vendor or contractor.

A protest filed shall:

- Include the name, street address, electronic mail address, and telephone and facsimile numbers of the protester;
- Be signed by the protester or its representative;
- Identify the bid or solicitation number and date of bid or solicitation;
- Include a detailed statement of the legal and factual grounds of protest including copies of relevant documents;
- Set forth all information establishing that the protester is an interested party for the purpose of filing a protest;
- Set forth all information establishing the timeliness of the protest; and
- Provide any or all information pertaining to the bid protest.

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.



at the time of their proposal.

## 4.0 SCOPE, METHOD OF COLLECTION

### 4.1 SCOPE OF COLLECTION

4.1.1 Collections made under these specifications shall be made through the entire Borough from all residential premises, and all Municipal property, every other week for regular co-mingled, and every other week for newspaper co-mingled. There are four districts; therefore, there shall be one pickup per week per district.

4.1.2 The following items are to be picked up curbside at the time set forth in

4.1.1:

#### REGULAR CO-MINGLED

GLASS	ALUMINUM
PLASTICS	TIN CANS

#### CO-MINGLED NEWSPAPERS

NEWSPAPERS	JUNK MAIL
MAGAZINES	OTHER PAPER
SCRAP PAPER	BROWN PAPER
CARDBOARD	CHIP BOARD

4.1.3 WHITE GOODS: white goods are to be picked up curbside, by appointment only.

4.1.4 Pickups shall start no earlier than 7:00 a.m. and terminate by 4:00 p.m.

4.1.5 All collections made on premises described in Section 4.1.1 shall be at “curbside” or on private property.

4.1.6 Bidders shall, prior to submitting a proposal, inspect the entire area of the Borough specifically covered in order to judge for themselves all matters and/or circumstances affecting the cost and nature of the collection work involved and shall assume any and all risks in connection therewith.

4.1.7 Bidders shall, before submitting a proposal, examine the specifications for the proposed work in order to judge for themselves all circumstances affecting the cost of the work and the manner of performance desired and necessary.

4.1.8 Bidders must, before submitting a proposal, inform themselves fully of the conditions relating to said collection work. Failure to do so will not relieve the successful bidder of their obligation to furnish and perform the collection work and necessary services, to carry out the provisions of the contract and to perform the contemplated work set forth in the specifications.

4.1.9 The successful bidder must have enough manpower to properly handle the collection of RECYCLABLES.

4.1.10 The Council reserves the right to make such other reasonable regulations as may be required concerning the collection of RECYCLABLES during the contract period; such regulations shall not place any unreasonable burden upon the contractor, but only such as may be necessary to protect the health and public interest.

4.1.11 There shall at all times be adequate supervision by the contractor for the collection of RECYCLABLES to insure collection in the manner and times herein provided. The contractor shall be available directly at an office provided with local Elmwood Park telephone service available between the hours of 8:30 a.m. and 4:30 p.m. on days of collection. A responsible supervisor shall be designated by the contractor whose duty it will be to contact the Borough Clerk or her agent at least once daily on days of collection, or more often as may be necessary to resolve any special problems, and in order to guarantee best possible service to residents. Contractor shall keep a stand-by truck available during the same hours.

4.1.12 In the event the contractor shall fail to furnish and operate the required equipment and personnel in the manner as required herein so that the public shall fail to receive regular and proper RECYCLABLES collection, the Borough may, on a thirty-day notice to the contractor and surety by registered mail, abrogate and cancel this contract by Council's resolution declaring that the public health and welfare is impaired by the service of the contractor. In such event, the contractor shall be liable for any increased cost or expense incurred by the Borough as a result of such determination and in arranging for the collection of RECYCLABLES for the balance of the term thereof.

4.1.13 The contractor at all times shall observe and comply with all Federal, State, and Local Laws, Statutes, Ordinances, Regulations and Codes, that in any manner affect the conduct of the work and shall indemnify and save harmless the Borough and all of its officers and agents against claim or liability arising from or by laws, ordinances, regulations, codes, statutes, orders or decrees.

4.2 **BEHAVIOR AND NOISE BY CONTRACTOR:** it is the intent of these specifications to provide a neat, courteous and obliging collection service. The contractor, their agents and employees shall be polite and courteous at all times to all persons served. The contractor shall without liability on the part of the Borough or its officers, be required by the Council or its duly authorized agents, to discharge or to the satisfaction of the Council to have been guilty of neglect or carelessness in the conduct of collection service containers or other property of citizens, or of discourtesy or insolence to any citizens, without impairing this agreement: the Borough shall not however, be responsible for such acts of such agents or employees.

4.3 **COLLECTION SCHEDULE:** the Borough will furnish to the Contractor, maps that divide the Borough into four districts. Each district shall receive RECYCLABLES COLLECTION every other week for Regular Co-mingles and every other week for Newspaper Co-mingled. When a pickup falls on a holiday; New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day or Christmas Day, or any other declared Holiday on which the disposal site is closed, there shall be a Saturday pickup.

#### 4.4 **DAMAGES BY CONTRACTOR**

4.4.1 **CONTAINERS, DUMPSTERS OR LIDS:** all containers, dumpsters or lids damaged by the Contractor or their employees, servants, or agents are to be replaced by the Contractor at its sole cost and expense. The Mayor and Council shall hear and investigate or cause to be investigated all claims of residents involving damage to their cans or other receptacles and act in any dispute as arbitrator between the resident-claimant and the Contractor. The decision of the Mayor and Council as to liability for cans or other receptacles shall be final. Should the contractor fail to replace damaged containers, dumpsters, or lids within ten (10) calendar days after notification by the Mayor and Council to do so, the Borough may pay for replacement and deduct the cost from a future payment due to the Contractor.

#### 4.5 **VEHICLES**

4.5.1 The Contractor must own or lease the necessary vehicles at the time of their submission of the bid proposals.

4.5.2 No RECYCLABLES that are "CONTAMINATED" will be picked up by the Contractor.

4.6 **HOLIDAY COLLECTIONS:** where a collection day falls on New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day or Christmas Day, or any other declared Holiday on which the disposal site is closed, there shall be a Saturday pickup.

4.7 **KNOWLEDGE OF ALL LAWS, ORDINANCES, ETC:** the bidder shall familiarize himself and comply with all Federal, State and Local laws, Ordinances and Regulations which in any manner affect those engaged or employed in the work, the equipment to be used, or that in any way affect the conduct of the work. No pleas of misunderstanding will be considered on account of ignorance thereof.

4.8 **NO GRATUITIES:** no agent or employee of the Contractor shall solicit or be permitted to solicit gratuities of any kind for or during the performance of any work in connection with the contract work.

4.9 **TRANSFER:** of RECYCLABLES from one truck to another because of the mechanical failure of one vehicle, shall be permitted after the Recycling Officer or their agent has been duly notified, if practical. Permission to make transfers on a regular basis shall be obtained in writing from the Mayor and Council.

4.10 **NUMBER OF COLLECTIONS:** collections of recyclables at each place served shall be made every other week for Regular Co-mingled and every other week for Newspaper Co-mingled; Monday thru Thursday, as mapped. In the event a pickup day falls on a Holiday, a Saturday pickup of that week shall be, substituted. The days of such collection shall be as set out by the Borough unless waived in writing by written agreement by the Mayor and Council and the Contractor.

#### 4.11 **PENALTIES**

4.11.1 In addition to the other liquidated damages penalties prescribed in these specifications, the follow shall apply:

- A. For violation of the section prohibiting transfer of RECYCLABLES collected, one hundred (\$100.00) dollars for each such violation.
- B. For failure to replace or pay for any container or cover within ten (10) days as prescribed, twenty (\$20.00) dollars, plus cost of container.
- C. For failure to clean up satisfactorily or immediately, spillage from the Contractor's vehicles or resulting from the collection or carting of RECYCLABLES twenty (\$20.00) dollars for each such violation.
- D. For failure to answer or rectify a complaint pertaining to problems concerning collection or RECYCLABLES, twenty (\$20.00) dollars.

A continuing violation of any of the above shall be considered a new violation each day. This provision is in addition to and not a limitation of other rights of the Borough under other parts of these specifications.

4.11.2 **DEDUCTION OF PENALTIES:** the Mayor and Council will inform the Contractor in writing of any penalties to be assessed as soon as possible. Penalties in dispute will be reviewed by the Mayor and Council, and the Mayor and Council shall have sole and final say as to a penalty's assessment. Penalties shall be automatically deducted by the Borough Treasurer from the next practical Contractor's monthly payment.

#### 4.12 **POINT OF COLLECTION**

4.12.1 Bidders are instructed that the proposal form bids are for "Curb Collections" with several exceptions noted below.

CURB COLLECTIONS: All RECYCLABLES shall be collected from the curb and are of each place served and the containers and lids immediately replaced on the area between the curb and sidewalk at the place after emptying. Empty cans and lids are not to be left in the driveways, sidewalks or the traveled portion of the street.

#### 4.12.2 **EXCEPTIONS TO CURB COLLECTIONS**

A. **DUMPSTERS OR RECEPTACLES – MUNICIPAL SITE –** The successful Contractor shall provide dumpsters or receptacles as listed below: Size determined by quantity collected:

- (a) Recreation Center
- (b) Municipal Building
- (c) Library
- (d) Various other Municipal Buildings throughout the Borough (3 dumpsters)

B. **DUMPSTERS OR RECEPTABLES – PRIVATE PROPERTY –** The successful Contractor shall provide dumpsters or receptacles as listed below: Size determined by quantity collected:

- (a) Altair Condominium
- (b) Elmwood Village
- (c) Elmwood Terrace
- (d) Glenwood Plaza
- (e) Riverwalk
- (f) Hanan Church

These containers will be emptied every other week on the same schedule as the area being served. A penalty of \$50.00 per day shall be assessed for each and every failure to dispose of the container contents by 3:00 p.m. of the day on which it was to be collected.

4.13 **PRICE BID:** the price for the contract shall include the furnishing of all labor, tools, equipment, vehicles, materials, transportation and disposal permits necessary and proper to provide an adequate and sanitary collection, disposal and removal service in conformity with the specifications for the particular period of years for which a contract is awarded.

4.14 **TIME OF COLLECTIONS:** collections shall start not earlier than 7:00 a.m. with sufficient equipment to complete the established district, on every collection day and sufficient trucks and men shall be used to insure the completion of the collection every day by 4:00 p.m. provided, however, that such hours of collection maybe changed with the consent of the Mayor and Council. When the regular collection day falls on a Holiday, collection by the Contractor need not be made as described earlier in Section 4.3, unless the disposal site(s) are open.

4.15 **TIME OF CONTRACTOR'S PAYMENTS:** payments for collection from dwellings, apartments, churches, schools and businesses and all other properties, public and private, covered by this contract will be made to the Contractor by the Borough in equal monthly installments for the work performed during the preceding period and not in advance.

4.16 **WEIGHTS AND TONNAGE:** the Borough requires for its records the weight of the RECYCLABLES that is being collected under this contract, and the Contractor shall obtain and submit this data to the Borough in order to comply with the Tonnage Reporting Act.

4.17 **AFFIRMATIVE ACTION, EQUAL OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT:** in addition to any regulations pertaining to affirmative action contained above, Bidders shall be required to complete and submit a Certificate of Equal Employment Opportunity which is attached hereto as Attachment A and the Questionnaire on Procurement and Service Contracts attached hereto as Attachment 19. Bidders shall be required to comply with the affirmative action requirements of the State of New Jersey, P.L. 1975, c.127, as amended from time to time and the Affirmative Action Regulations promulgated thereto by the State Treasurer.

The Successful Bidder shall be required to comply with the provisions of the Americans With Disabilities Act, P.L. 101-336, as amended from time to time. The Successful Bidder shall not discriminate against disabled persons in any aspect of employment inclusive of the application process, hiring, training, advancement and wages, benefits or employer-sponsored social activities.

4.18 **BUSINESS REGISTRATION CERTIFICATE:**

- (a) Each bidder must submit with its bid a copy of its Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. The failure to submit the Business Registration Certificate by any bidder will cause the bid to be rejected.
- (b) At the time of submission of its bid, each contractor shall include copies of the Business Registration Certificate for all subcontractors which it will use in carrying out the contract. The failure to submit the subcontractors' Business Registration Certificate with the bid package will be grounds to reject the bid.
- (c) Prior to the Borough making final payment on any contracts, the contractor must submit to the Borough an updated list of its subcontractors, together with their current business addresses and proof of continued business registration of each subcontractor or supplier used in fulfilling the contract or attest that no subcontractors were used.
- (d) During the term of the contract, the contractor or subcontractor and each of their affiliates shall be responsible to collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the "Sales and Use Tax," P.L. 1996, c. 30 (C. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into this state.

## **5.0 MISSED COLLECTIONS – LIQUIDATED DAMAGES, COLLECTION BY BOROUGH**

5.1 All bidders hereunder agree that the Borough, in contracting for the services herein provided for, intends to serve the convenience of its residents and to protect the public health of the Borough by establishing a specified method of collection at all locations on designated days.

Accordingly, it is further agreed that the failure of the contractor to make collections at the time specified, notwithstanding later collection, will constitute a failure on the part of the contractor to provide the services intended by the contract to the inconvenience of the residents of the Borough and to the danger of public health and safety. All bidders are hereby advised by the Borough that under past contracts missed collections have resulted in:

- (a) Complaints from residents and taxpayers requiring the extra services of Borough Officials and the use of Municipal services and vehicles in the examination and processing of such complaints.
- (b) Hazard to health by the overnight presence RECYCLABLES at curbside.
- (c) Diminution of the cleanliness and aesthetics of the Borough.
- (d) Subjecting of containers to loss, spillage and breakage.
- (e) Additional costs to citizens for additional containers
- (f) Most importantly, in the unredeemable deprivation of residents of a service and convenience contracted for on their behalf, namely the regular pickup of waste on designated days.

Bidders, by the submission of their bids, acknowledge that the missing of collections during the period of this contract would result in similar injury to the Borough. All bidders and the Borough agree that the measurement of damages resulting to the Borough by reason of the failure of the contractor to make pickup of RECYCLABLES at the required times is incalculable or very difficult to accurately estimate and, for that reason and for the purpose of establishing a fair and reasonable forecast on just compensation for the harm to the Borough from such a breach by the contractor, said bidders do by the submission of their bids agree to pay to the Borough as liquidated damages for such breach, and for that purpose only and not by way of penalty, the sum of \$1.00 for each and every failure or neglect to make the required collection at a place to be served, as herein defined, where the RECYCLABLES has been properly placed for removal prior to the passing of the collector, by 4:00 p.m., on any designated pickup day as set forth by the Borough. The provisions of this paragraph may be waived by the Borough. All items for collection must be placed at the curb prior to 7:00 a.m. of the day of collection.

5.2 In the event of neglect or failure of the contractor to remove RECYCLABLES from any premises in the Borough on the day fixed for such collections, where the same shall have been properly placed for removal prior to the passing of the collector, the Borough shall be entitled to contract for the services of outside contractors to make such pick-ups and to charge the contractor for the cost thereof, also by deduction from the next ensuing payment to the contractor. It is understood and agreed that, upon the failure of the contractor to make a pick-up as required on the day designated, the Borough must be prepared to serve the public interest by expeditiously contracting for the performance of such services by outside contractors. Accordingly, it is agreed that in any instance where there will be such failure and the contractor has not notified the Borough by 4 p.m. of the day of such failure, or their having so notified the Borough through its agents, the Borough shall be entitled at its sole discretion to contract for such pick-up by outside contractors and to charge the contractor for the expenses incurred in so contracting, which charge shall not be subject to defense on the part of the contractor, that the contracting for such outside services are premature or unnecessary.

## **6.0 DEFAULT**

6.1 In the event the contractor shall consistently fail to perform the work in accordance with these specifications or if the contractor shall consistently perform the work in an unsatisfactory manner after written notice from the Borough has been given, then and in either of said events, the Council may declare the contractor in default of their contract and whereupon the Borough may proceed either to perform the work itself, or it may contract with some other contractor for the performance of the balance of the contract term, and in either case the Borough shall have the right to charge the cost and expense thereof against any and all sums to which the contractor would be entitled under the term of its contract hereunder. Nothing contained herein shall in any way relieve the contractor and its surety from full responsibility in accordance with the terms of its bond for any and all costs incurred by the Borough in completing the contractor's obligations under the terms of its contract hereunder.

6.2 The contractor further agrees that in the event of any default in the performance of the work required hereunder, to reimburse the said Borough for all costs, expenses and damages which the said Borough may incur in completing the work in accordance with the contract let under these specifications.

6.3 It is further understood and agreed that should the contractor be declared insolvent, bankrupt, or make an assignment for the benefit of creditors at any time during the performance of the contract, either by virtue of any State or Federal Laws, that such adjudication or assignment shall not terminate the liability of the contractor under their contract insofar as the liability of the surety company under its bond is concerned; the said surety company shall continue to be liable to the Borough under the bond furnished as though said contractor had not been so adjudicated insolvent, bankrupt or had not made an assignment for benefit of creditors and such adjudication of insolvency or bankruptcy may be construed by the Borough as a default by the contractor.

6.4 It shall be a default under this contract for the contractor to assign or sublet or transfer this contract or any interest hereunder without the written consent of the Council, nor shall he subcontract any portion of the work to be performed hereunder without the written consent of the Council.

## **7.0 DISPOSAL COSTS, STATE LAWS ENACTED AND STATE TAXES**

7.1 The successful bidder shall collect and dispose of all RECYCLABLES collected from within the Borough limits in accordance with the Bergen County Solid Waste Management Plan; the Hackensack Meadowlands Development Commission; and the New Jersey Department of Environmental Protection; and the Disposal Orders issued by the Borough of the Public Utilities and all applicable amendments.

7.2 The collector shall co-operate with the Borough Recycling Coordinator in order to comply with the above.

7.3 The collector shall be responsible for Disposal/Sale of all recyclables and will assume any costs or profits associated with said disposal or sale.

7.4 The Borough waives the right to be reimbursed for any legislative "pass throughs" that might be enacted by the N.J. State legislative bodies and by any other executive, legislative, judicial, administrative, federal, state, county or local governmental authority having jurisdiction.

## **8.0 INSURANCE REQUIREMENTS**

8.1 The contractor who is the successful bidder shall be required to procure and deliver to the Borough Clerk within ten (10) days of the awarding of the contract, Automobile Liability Insurance, a standard Worker's Compensation and Employer's Liability insurance policy and a Broad Form Comprehensive General Liability insurance policy, written by a company or companies licensed to do business in the State of New Jersey which said policy or policies are to be in the following amounts and to be kept in force at all times during the terms of the contract:

- A. Automobile Liability Insurance on each truck required in the prosecution of the work with limits of Bodily Injury and Property Damage Liability of not less than \$1,000,000 Combined Single Limit.
- B. Standard Worker's Compensation insurance indemnifying the contractor against any loss arising from liability or injuries sustained by any and all agents, servants, or employees of the contractor who shall be entitled to compensation under worker's compensation law.
- C. Comprehensive Broad Form General Liability insurance providing minimum bodily injury and Property Damage Liability limits of \$1,000,000 per occurrence Combined Single Limit.

8.2 Each policy shall include the additional interest of the Borough and shall indemnify and save harmless the said Borough, its Council (in their official and individual capacities) and all employees of the Borough from and against all liability arising from injury to person or property occasioned wholly or in part by any act or omission or commission on the part of the contractor, their agents, servants or employees, including any and all expense, legal or otherwise incurred by the Borough, its Council and employees in defense of any claim or suit. The Borough is to be furnished a certificate of insurance covering each policy, which certificate would contain a provision that in the event of cancellation, the Borough is to receive notice of such cancellation thirty (30) days in advance of such cancellation. Notice shall be in writing.

8.3 Social Security, unemployment taxes and other taxes are to be paid by the contractor as required by State and Federal Law.

8.4 The Borough, its servants, agents, or employees or any subdivision thereof shall be named as additionally insured on any insurance certificate(s).

## **9.0 PERFORMANCE BOND**

9.1 A Performance Bond shall be posted in an amount and in the form to be designated and approved by the Borough Attorney.

## **10.0 BID DEPOSIT**

10.1 Each bidder shall accompany their proposal form with a bid bond, certified check or bank cashier's check made payable to the Borough of Elmwood Park in the amount of ten percent of the total bid not to exceed \$20,000.00. All such deposit checks shall be held by the Council under the conditions stated herein.

10.2 The bid deposits of all except the three apparent lowest responsible bidders shall be returned within ten (10) days after the opening of the bids, Saturdays, Sundays and Holidays excepted. The bid deposit of the successful bidder will be returned after the contract has been awarded and fully executed.

Cash or negotiable securities will not be accepted in lieu of the above forms and the bidder agrees that this bid deposit is to be forfeited as liquidated damages and not as a penalty, if he fails to fulfill their obligations or to provide necessary documents necessary to execute the written contract, or if he fails to sign the necessary written contract.

BOROUGH OF ELMWOOD PARK  
COUNTY OF BERGEN, NEW JERSEY

11.1 How many years has your organization been in business as a Contractor under its present name? (Indicate also, if applicable, other business names, if any for prior five years)

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11.2 Have you, your organization, or any principals now involved in this bid, in your firm name or in the name of any other firm ever failed to complete any work awarded to you, to it or to them arising out of any contract for RECYCLABLES Collection? \_\_\_\_\_

11.3 If your answer to the last question above is "Yes", state when, where and why.

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11.4 List the names of all Surety Companies or Bonding Companies which have heretofore bonded you, your organization, or any principals now involved in this bid, in your firm name or in the name of any other firm within the past five years. List your name or names, address, amount of the contract, amount of the bond, the name of the municipality or company in whose favor the bond was written. Only those bond or sureties issued and written within the last five years need be given. Prior years are not desired.

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11.5 List all contracts which you or your organization are 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.

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11.6 List the municipal RECYCLABLES Collection contracts which you or your organization has completed during the past five years, or which you or it is now executing. Give detailed answers to questions below relating to this subject:

(a) Name of Municipality:

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(b) Approximate population served in said Municipality:

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(c) Term of Contract (beginning/ending dates:

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(d) From what part of the premises were the Solid Waste Removed?

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(e) How were the materials disposed of?

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(f) Did you complete the contract satisfactorily, or if not completed, is the contract being performed satisfactorily?

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(g) Indicate whether litigation was instituted by or against bidder and whether any litigation is presently pending with respect to any of the contracts referred to herein and the disposition of said liquidation.

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(h) Have you ever been held in default under any such contract or have any of your sureties ever been required to complete such contract or indemnify any person, firm or municipality on account of your failure to satisfactorily complete any such contract? Give full details

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(i) Has any insurance carrier at any time during the last 36 months revoked, cancelled or failed to renew any of your insurance policies relating to motor vehicle liability, worker's compensation or contractor's public liability coverage? Give full details.

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(j) If you have had, during the past five years, more than one municipal contract for the collection and hauling of RECYCLABLES attach a separate sheet for each additional contract you have, listing separately the same information as is covered by items (a) through (i) above.

(k) Do you authorize the Borough to communicate with the parties to your existing and prior RECYCLABLES collection contracts as to the quality of your performance?

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11.7 State all equipment now owned by you or your organization and available for use on this contract. State the make of each vehicle, the year of manufacture, the tonnage the same are each capable of carrying, and what type of bod is attached to same.

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11.8 Have you, or any of the principals, or stockholders of the corporation submitting this bid ever been convicted of any disorderly person charge, misdemeanor, or high misdemeanor: If so, please give particulars.

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11.9 Total approximate volume of work of similar nature (but not municipal contracts) completed within the past five years \$ \_\_\_\_\_

11.10 GENERAL BUSINESS REFERENCES (list two or three)

Name	Occupation	Business Address	Phone No.
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11.11 INSURANCE COMPANY

Name	Address	Phone No.
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11.12 Number of permanently employed persons in your organization: \_\_\_\_\_

11.13 Number of additional employees contemplated for this work: \_\_\_\_\_

11.14 Are there any additional factors the firm wishes to add which makes the firm particularly or uniquely qualified to perform the proposed services?

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The foregoing is a true statement of facts, and I agree that if any statement is found to be incorrect or false, that my bid will be subject to being rejected by the Mayor and Council of the Borough.

SIGNED: \_\_\_\_\_

Print Name: \_\_\_\_\_

DATE: \_\_\_\_\_

Title of Signee: \_\_\_\_\_

Note: If bidder is a corporation, this Questionnaire should be executed by the corporate secretary.

**12.0 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
(N.J.S.A. 10:5-31 et seq; N.J.A.C. 17:27)**

**GOODS AND SERVICES AND PROFESSIONAL CONTRACTS**

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

The contractor or subcontractor, as applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, up-grading, 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 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 statues and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal decisions.

In conforming with the targeted 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statues and court decisions of the State of New Jersey, 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 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 (electronically provided by the Division and distributed to the public agency through the Division's web site at [www.state.nj.us/treasury/contract compliance](http://www.state.nj.us/treasury/contract%20compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code of N.J.A.C. 17:27.**

**BOROUGH OF ELMWOOD PARK  
COUNTY OF BERGEN, NEW JERSEY**

**CONSENT OF SURETY CERTIFICATE**

In consideration of the premises and of one dollar to it in hand paid by the Borough of Elmwood Park, Bergen County, New Jersey, the receipt whereof is hereby acknowledged, that undersigned consents and agrees that if the contract for which the proposal is made, be awarded to the corporation, person or person making the same, it will become bound as surety and guarantor for its faithful performance, and will execute a bond in the form required by the New Jersey R.S. 2A:44-147, said bond to be in an amount equal to one hundred percent of the contract price and to be conditioned so as to indemnify the Borough against loss due to the failure of the Contractor to meet the stipulations of the contract, and to guarantee payment to all persons performing or furnishing labor or equipment for performance of said contract, and if the said corporation, person or persons shall omit or refuse to execute such contract if so awarded, it will pay, on demand to the said Borough, any difference between the sum to which said corporation, person or persons between the sum to which said corporation, person or persons would have been entitled upon the completion of such contract and sum which the said Borough may be obliged to pay the corporation, person or person to whom the contact may be afterwards awarded, the amount in each case to be determined by the bids.

NOW, if the said Contractor shall well and faithfully do and perform the things agreed by said Contractor to be done and performed according to the terms of said contract, which includes the specifications, or any changes or modifications therein made as therein provided, and shall pay all lawful therein made as therein provided, and shall pay all lawful claims of sub-contractors, material men, laborers, persons, firms or corporations, for labor performed or materials, provisions, provender or other supplies of teams, fuels, oils, implements or machinery furnished, used or consumed, in the carrying forward performing or completing of said contract; the Borough agrees and assents that this undertaking shall be for the benefit of any sub-contractor, material men, laborer, person, firm or corporation having a just claim, as well as for the Borough herein; and shall indemnify and save harmless the Borough mentioned in the contract aforesaid, its officers, agents and servant, and each and every one of them against and from all suits and cost of every kind and description, and from all damages to which the said Borough in said contract mentioned or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from the performance of said work, or through the negligence of improper or defective machinery, implements or appliances used by the said Contractor in the aforesaid work, or through any act or omission on the part of the said obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of said contract, or in or to the plans or specifications therefor, shall in any way affect the obligations of said Surety on its bond; and the said Surety does hereby waive omissions, additions, changes, payments, waivers, assignments, sub-contracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by and in relations to the Contractor.

IN WITNESS WHEREOF, said corporation has set its seal and caused these presents to be signed by its duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST: \_\_\_\_\_ (SEAL)  
Principal Signature

By: \_\_\_\_\_ (SEAL)  
Principal Signature

\_\_\_\_\_ (SEAL)  
Principal Signature

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ATTEST: \_\_\_\_\_ (SEAL)  
Signature of Authorized Agent  
of Surety Company

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

14.0

**OWNERSHIP DISCLOSURE STATEMENT**

The following constitutes the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest.

If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership are to be set forth until all individuals are named who exceed the 10% ownership criterion.

NAME	ADDRESS	PERCENTAGE OF OWNERSHIP
1)	_____	
2)	_____	
3)	_____	

If no stockholder or partner owns 10% or more of the corporate stock or interest, the foregoing statement need not be completed. In the event there are stockholders or partners who own 10% or more, the Bidder certifies that the information furnished is correct.

The undersigned represents that it has an affirmative action plan as required by Chapter 127 of the laws of 1975.

**BOROUGH OF ELMWOOD PARK  
COUNTY OF BERGEN, NEW JERSEY**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY }  
COUNTY OF BERGEN } SS:

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the  
County \_\_\_\_\_  
of \_\_\_\_\_ and the State if \_\_\_\_\_ of full age, being duly  
sworn according to law, upon my oath depose and say that:  
I am \_\_\_\_\_ of the firm of \_\_\_\_\_

The bidder making the Proposal for the above named project and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal in this affidavit are true and correct, and made with full knowledge that the Borough of Elmwood Park relies upon the truth of the statement contained in said Proposal and in the statements contained in this affidavit 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 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 \_\_\_\_\_ (N.J.S.A. 52:34-15)

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Secretary, Affix Corporate Seal

\_\_\_\_\_  
Type or Print Name

Sworn and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 2026

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**VENDOR/BIDDER 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 \_\_\_\_\_

*Attach Additional Sheets If Necessary*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, 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/Bidder 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 will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(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**

**Version REV. 2.1 2021**

**This form is to be completed, certified and submitted prior to the award of contract.**

**CERTIFICATION OF NON-INVOLVEMENT**  
**IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 18A:18A-49.5 and N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with the Borough for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

That I am unable to certify as to “A” above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

That I am unable to certify as to “A” above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

*(Attach Additional Sheets If Necessary.)*

---

*Signature of Vendor’s Authorized Representative* *Date*

---

*Print Name and Title of Vendor’s Authorized Representative* *Vendor’s FEIN*

---

*Vendor’s Name* *Vendor’s Phone Number*

---

*Vendor’s Address (Street Address)* *Vendor’s Fax Number*

---

*Vendor’s Address (City/State/Zip Code)* *Vendor’s Email Address*

---

<sup>1</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(e)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

**This form is to be completed, certified and submitted prior to the award of contract.**

18.0

**BOROUGH OF ELMWOOD PARK  
COUNTY OF BERGEN, NEW JERSEY**

**PROPOSAL FORM**

**RECYCLABLES COLLECTION**

**BID DATE: July 7, 2026**

We have read and agreed to the attached Specifications and Questionnaire which become a part of this bid and propose to furnish the above services to the Borough of Elmwood as per attached.

Check One:

Attached herewith is a \_\_\_\_\_ Certified Check  
\_\_\_\_\_ Cashier's Check  
\_\_\_\_\_ Bid Bond

In the amount of \$ \_\_\_\_\_

This bid submitted by:

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE \_\_\_\_\_

RESPRESENTATIVE \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_

Mark envelopes in lower left hand corner:

(1) Attention: **BOROUGH CLERK**

(2) Bid: **RECYCLABLES COLLECTION**

18.1

**BID SHEET**

CURBSIDE PICK UP IN THE BOROUGH OF ELMWOOD PARK OF:

**REGULAR CO-MINGLED**

GLASS, ALUMINUM, PLASTIC, AND TIN CANS COLLECTED EVERY OTHER WEEK

**NEWSPAPER CO-MINGLED**

NEWSPAPER, MAGAZINES, SCRAP PAPER, CARD BOARD, CHIP BOARD, BROWN PAPER, OTHER PAPER, JUNK MAIL, COLLECTED EVERY OTHER WEEK

<b><u>BID FOR ONE YEAR</u></b>	<b><u>\$</u></b>
<b><u>BID FOR TWO YEARS</u></b>	<b><u>\$</u></b>
<b><u>BID FOR THREE YEARS</u></b>	<b><u>\$</u></b>

**19.0**

**QUESTIONNAIRE ON  
PROCUREMENT AND SERVICE CONTRACTS**

Kindly complete this questionnaire in the event that you or your firm is awarded this contract. The necessary forms will be sent to you by the Borough upon award.

I. Our company has a federal Affirmative Action Plan approval.

\_\_\_\_\_ YES  
\_\_\_\_\_ NO

A. If yes, submit a photostatic copy of said approval.

B. If no, submit a photostatic copy of the New Jersey State certificate approval.

\_\_\_\_\_ None of the above.

II. Our company has a certificate of Affirmative Action Employee Information Report - Form AA302.

\_\_\_\_\_ YES  
\_\_\_\_\_ NO

I certify that the above information is correct to the best of my knowledge.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**  
**(CURBSIDE RECYCLABLES COLLECTION)**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u> (initial)	<u>Dated</u>	<u>Acknowledge Receipt</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No addenda were received:**

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

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

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

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

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