

TOWNSHIP OF WEEHAWKEN  
SPECIFICATIONS  
FOR  
RECYCLING COLLECTION SERVICE BID



MUNICIPAL BUILDING  
400 PARK AVENUE  
WEEHAWKEN, NJ 07086

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SERVICE COMMENCING ON **SEPTEMBER 1, 2026**

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the *Township of Weehawken*, State of New Jersey on **Tuesday, July 7, 2026**, Local Prevailing Time, by Township of Weehawken, at the Municipal Building, 400 Park Avenue, Weehawken, New Jersey 07086. **Bids received after 11:00 A.M. will not be accepted.**

Township of Weehawken has issued this Request for Bids for the following Contract:

### RECYCLING COLLECTION SERVICE BID

Bid documents may be examined and obtained **online at:**

<https://www.weehawken-nj.us/departments/township-clerk/bids-rfp>

(Bids/RFP on the Township of Weehawken Website) **or at the Township of Weehawken's Clerk's Office**, 400 Park Avenue, Weehawken, NJ 07086 during regular business hours 9:00 A.M – 4:00 P.M.

There will be a **Non-Mandatory Pre-Bid Meeting** for all interested bidders at 11:00 A.M. on Tuesday, June 9, 2026 in the Municipal Building, Council Chambers, 400 Park Avenue, Weehawken, New Jersey 07086. **All Bidders** are strongly encouraged to attend.

Bidders may submit questions in writing to the Clerk's Office at the address above or via electronic mail to [RolaDahboul@TOW-NJ.net](mailto:RolaDahboul@TOW-NJ.net) no later than 11:00 A.M. June 12, 2026.

**An original and two (2) copies of the bid documents must be submitted to and be received by the Township, via mail or hand delivery, at the time and place stated in the Legal Notice. Said bids shall be addressed to the Township Clerk, Township of Weehawken, 400 Park Avenue, Weehawken, NJ 07086.** Bid documents will not be accepted by facsimile transmission or e-mail. Any and all documents submitted in response to this Bid Request that are not received by the Township by the time and date specified for receipt will be rejected. There will be no public comments or questions at the bid opening.

# **1. INSTRUCTIONS TO BIDDERS**

## **1.1 THE BID**

The Township of Weehawken is soliciting bid proposals from companies interested in providing recycling collection service throughout the borders of the Township. This bid is for a period of three (3) years with two one (1) year renewal(s) that may be awarded solely at the Township's discretion, to commence on September 1, 2026 and end on August 31, 2029, 2030 or 2031, in accordance with the terms of these bid specifications and N.J.S.A. 40A: 11-1 et seq and any amendments thereto.

## **1.2 CHANGES TO THE BID SPECIFICATIONS**

- A. Bidders may submit questions in writing no later than 11:00 A.M. Friday, June 12, 2026. Notice of revisions or addenda to the advertisements or bid documents relating to bids will, no later than ten (10) days, Saturdays, Sundays and Holidays excepted, prior to the date for acceptance of bids, be published in the Bergen Record.

## **1.3 BID OPENING**

- A. All bid proposals will be publicly opened and read by the Township Clerk or her Designee at 11:00 AM Prevailing Local time in the Municipal Building, Township of Weehawken, 400 Park Avenue, Weehawken NJ 07086 on Tuesday, July 7, 2026. Bids must be delivered by hand or by mail to the Township Manager, Municipal Building, Township of Weehawken, 400 Park Avenue, Weehawken NJ, 07086, no later than 11:00 AM on this date. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the Bid Proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.
- B. There will be no public comments or questions at the bid opening.

## **1.4 DOCUMENTS TO BE SUBMITTED**

- A. Every bidder shall submit the following documents at the time and date specified in the public notice to prospective bidders:
  1. Bidding Documents Checklist
  2. Statement of Bidders Qualifications Experience and Financial Ability and completed Questionnaire
  3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the Bid Proposal, not to exceed \$20,000.00; payable to the Township of Weehawken
  4. Ownership Disclosure Statement
  5. Non-collusion affidavit
  6. Consent of Surety
  7. Cost Proposal Forms
  8. Acknowledgement of Addendum Receipt
  9. Certification regarding investment activities in Iran, in accordance with N.J.S.A. 52:32-58
  10. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
  11. Business Registration Certificate issued by the New Jersey Division of Revenue in accordance with N.J.S.A. 52:32-44(b)
  12. Truth in Contracting

13. Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ECLC)
14. Solid Waste Collection & Transportation Contractor Wage Record Keeping: P.L. 2009, Chapter 88, N.J.S.A. 34:11-68
15. Affidavit of Authorization for Contract
16. Contact Person
17. Certificate of Insurance
18. Performance Bond
19. Vehicle Dedication Affidavit
20. Affirmative Action Requirements and Affirmative Action Affidavit
21. Americans with Disabilities Act of 1990 and Affidavit

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

"Bid specifications" means all the documents requesting bid proposals for municipal recycling collection services as described herein.

"Carts" means all forms of containers designed to hold Designated Collected Recyclable Material and having a capacity no greater than 96 gallons, in preparation for collection as described herein that meet all Association of National Standards Institute ("ANSI") Z245.30 – 2008 and Z245.60-2008 Type Bar/Grabber specifications or their latest equivalent. Carts are provided by the Township.

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

"Collection site" means the location of Recycling Containers or Carts on collection day.

"Collection source" means a generator of Designated Collected Recyclable Material to whom service will be provided under the contract.

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

"Commingled Recyclable" means those materials other than Fiber that are designated as recyclable materials under the terms of the Weehawken Municipal Recycling Ordinance and any amendments thereto that are placed in a single container but separated from solid waste.

"Commissioner" means the Commissioner of Labor and Workforce Development or his duly authorized representatives.

"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 procure and administer contracts for recycling 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 to municipality which exercise actions 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 of 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.

"Contractor" or "subcontractor" means a contractor or subcontractor who employs less than 1,000 employees in the State of New Jersey for the purposes of P.L.2009, Chapter 88, N.J.S.A. 34:11-68 as it applies herein.

"Designated Collected Recyclable Material" means those materials outlined as per the Township of Weehawken Code and any amendments thereto.

"Designated Recycling Market" means the facility where recyclables collected under this contract are transported to and tipped. The facility will be issued via Addendum #1 after an award of contract has been made.

"Fiber" means all paper products listed as designated recyclables including–Newspaper, Mixed paper including magazines, junk mail, school paper, computer paper, catalogs, non-metallic wrapping paper and books with hard covers removed; Cardboard and Corrugated paper including chipboard.

"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.A.C. 40A:11-2.

"Guarantor" means, if applicable, the parent corporation or other third party, its successors or assigns, which has in each case guaranteed the performance by the successful bidder of each of the bidders obligations under the terms of this bid. Such guarantee shall be evidenced by an agreement executed by the Guarantor, a form of which is set forth in these specifications.

"Legal newspaper" means the Bergen Record.

"Liquidated damages" means those damages assessed by the Township against the Contractor as specified in the Bid Proposal and Contract.

"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.

"Public body" means the State of New Jersey, any of its political subdivisions, any authority created by the Legislature of the State of New Jersey and any instrumentality or agency of the State of New Jersey or of any of its political subdivisions as it applies to N.J.S.A. 34:11-68 and how it applies herein.

"Recycling Containers" means containers or carts for mixed paper and commingled recyclables as described herein that do not exceed 32 gallons.

"Service area" means all dwellings and other properties where the Township of Weehawken as noted within these specifications provides recycling collection service.

"Single Stream" means a recycling system whereby designated source separated recyclable materials are commingled without regard to fiber or non-fiber materials and sorted at a facility able to process such material.

"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 on the Bid Proposal must be properly completed in accordance with these bid specifications and N.J.A.C. 7:26H-6.5 as applicable. No Bidder shall submit the requested information on any form other than those provided in these 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 Township of Weehawken in the advertisement for bids.
- C.** Each Bidder shall sign, where applicable, all bid submissions as follows:
  - 1. For a corporation, by a principal executive officer;
  - 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
  - 3. A duly authorized representative if:
    - a. The authorization is made in writing by a person described in sections 1 and 2 above; and
    - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D.** The Township of Weehawken shall award the Contract to the bidder where the price submitted as outlined in the Proposal Pages for Recycling Collection service is the lowest responsible bidder.
- E.** Any Bid Proposal that does not comply with the requirements of the Bid Specifications shall be rejected as non-responsive.

#### **3.2 BID GUARANTEES**

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Township of Weehawken in the amount of 10% of the highest aggregate five (5) year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that a 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 guarantee shall become the property of the Township of Weehawken.

#### **3.3 EXCEPTIONS TO THE BID SPECIFICATIONS**

Any conditions, limitations, provisos, amendments, or other changes attached to 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 Township of Weehawken.

#### **3.4 BRAND NAME OR EQUIVALENT AND "OR EQUAL SUBSTITUTIONS"**

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Township of Weehawken.

### **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 person, corporate entity or government entity, or competitive bidding either alone or with any 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 commission, percentage brokerage agreement or contingency fee unless such person has been disclosed to the Township of Weehawken.

### **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 Township of Weehawken agrees to the assignment or disposition.

## 4. AWARD OF CONTRACT

### 4.1 GENERALLY

- A. The Township of Weehawken 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 such longer period as may be agreed. All bidders will be notified of the Township of Weehawken's decision, in writing, by certified mail.
- B. The contract will be awarded to the bidder whose bid price is the lowest responsible bid as determined by the Township.
- C. The Township of Weehawken 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 Township of Weehawken rejects all bids, the Township of Weehawken shall publish a notice of rebid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

### 4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT

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

### 4.3 RESPONSIBLE BIDDER

The Township of Weehawken shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A: 11-2. 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 or extension of the 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 delivery of the executed contract to the Township Clerk at the address indicated in the advertisement. The performance bond for each succeeding year shall be delivered to the Township Weehawken with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.
- B. Failure to deliver a performance bond for any year of a multiyear, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Township of Weehawken 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 Township of Weehawken in rebidding the contract including any increase in the contract amount.**
- C. Failure to deliver the performance bond at the time and place specified by the Township of Weehawken shall be cause for the assessment of damages in an amount equal to the amount of the bid guarantee.

#### 4.5 AFFIRMATIVE ACTION REQUIREMENTS

- A. If awarded a contract; the successful Respondent will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
- B. Within seven days after receipt of notification by the township intent to award the Contract the **successful Respondent** must submit to the Township of Weehawken, one of the following three (3) documents:
  - 1. A photocopy of a **valid letter** identifying that the contractor is operating under an existing federally approved or sanctioned affirmative action program, OR
  - 2. A photocopy of a **Certificate** of Employment Information Report approval issued in accordance with N.J.A.C. 17:27-4, OR
  - 3. A photocopy of an Employee Information Report (**Form AA302**) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.
- C. Failure to submit the affirmative action document by the fourteenth day shall be cause for the Township to declare the Contractor to be non-responsive and to award the contract to the next lowest Respondent.

#### 4.6 VEHICLE DEDICATION AFFIDAVIT

- A. 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 Township of Weehawken will receive credit for its proportional share of any recyclables contained in the collection vehicle and shall be given credit based on its share of recyclables at the time such material is marketed.
- B. In the event that the Contractor violates the terms of the vehicle dedication affidavit, the Contractor shall take such action as is reasonably required to cure the violation. Failure to correct the violation shall constitute a breach of contract and will permit the Township of Weehawken to terminate the contract or to assess damages in accordance with the Liquidated Damages Provisions outlined herein.

#### 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. 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 Township of Weehawken may not award a contract until all tabulations are complete.

#### **4.8 CERTIFICATIONS: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN**

P.L. 2022, c. 3 (N.J.S.A. 40A:11-2.2) prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 (N.J.S.A. 52: 32-55) prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.

Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ([Russia-Belarus list](#)) or in Iran pursuant to P.L. 2012, c. 25 ("[Chapter 25 list](#)").

## **5. WORK SPECIFICATIONS**

### **5.1 GENERAL**

- A.** The Contractor shall provide service for the bid awarded by the Township of Weehawken. The Township of Weehawken shall select a successful bidder for the contract period and will award the contract for a period of three (3) years with two (2) one (1) year renewal options. The Township shall retain the unilateral right to award each option year.
- B.** Prospective bidders are advised to review the information provided in Attachment #1 that outlines tonnages and Township demographic data. The Township of Weehawken provides this information in order to assist the prospective bidders and, although the Township has made reasonable efforts to provide accurate information, the accuracy of this information is not guaranteed.
- C.** The Contractor shall provide collection and transportation of Designated Collected Recyclable Material from within the territorial and geographical boundaries of the Township of Weehawken to the Designated Recycling Market to be identified in Addendum #1.

### **5.2 SERVICE SPECIFICATIONS**

The Contractor shall provide collection, removal of Designated Collected Recyclable Material from within the territorial and geographical boundaries of the Township of Weehawken as described in the Weehawken Recycling Schedule which can be found at:

<https://www.weehawken-nj.us/departments/public-works/recycling>

- A.** The Contractor shall provide collection services for Designated Collected Recyclable Material for the entire service area within the Township on a one (1) time per week basis in accordance with the collection schedule contained herein.
- B.** The Contractor shall provide for the collection and transportation to the Designated Recycling Market, of all Designated Collected Recyclable Material as provided for in the Township of Weehawken Recycling Ordinance and any amendments thereto. This ordinance requires that residents recycle the following items:
  - Newspapers
  - Cardboard
  - High-grade paper
  - Cereal boxes
  - Junk mail and catalogs
  - Glass bottles and jars
  - Aluminum and tin plate cans
  - Plastic containers (including liquid and food containers with the recycling codes 1 or 2 or 5).

### **5.3 RECYCLING COLLECTION - SINGLE STREAM RECYCLING:**

- A.** The Township currently allows residents to place recyclable materials at the curb in both dual and single stream format. The current program collects all materials in a single stream manner. The Contractor may provide for the continuation of single stream recycling collection and transport of these materials to the market or Intermediate Processing Facility (IPF) or Materials Recovery Facility (MRF) designated by the Township to be identified in Addendum #1.

- B. The Contractor shall be responsible for the collection of all Designated Collected Recyclable Materials without limit under this service option.
- C. Where service is provided to schools and multi-family residences as identified herein, the Contractor shall provide recycling in a manner consistent with the design of those facilities.

#### **5.4 CONTAINERS AND CONDITIONS OF COLLECTION**

- A. The Contractor shall clean up any spillage or overflow which occurs from any container or receptacle serviced by the Contractor.
  - 1. The Contractor will be provided with safe and reasonable access to Recycling Containers and Carts.
  - 2. The Contractor is not required to render service if the presence of any interference prevents access to recycling containers and/or poses a threat to the Contractor or the Contractor's employees or agents.
- B. If the Contractor is unable to pick up Designated Collected Recyclable Material in accordance with the collection schedule due to a violation of the above conditions, the Township of Weehawken shall not hold the Contractor responsible. The Contractor shall make the pick-up as soon as possible, but no later than twenty-four (24) hours, once the problem that prevented pick-up is rectified.
- C. Schools currently separate all recyclable materials into a dual stream program. Contractor is advised accordingly.

#### **5.5 COLLECTION SCHEDULE FOR RECYCLING COLLECTION**

- A. There shall be no changes permitted in the collection schedule as outlined in these bid specifications without the prior written approval of the Township, which may be granted, denied and/or conditioned by the Township in its sole and unchecked discretion.
- B. Except as noted herein, all collection services for Designated Collected Recyclable Material, as described in these specifications, shall be performed on all designated weekdays; according to the schedule in Attachment #2 for Residential, Schools and Condominium Complexes/Senior Housing.
- C. Except for schools, collection of Designated Collected Recyclable Material shall begin no earlier than 5:00 A.M.; all collections shall be completed no later than 1:00 P.M.

Schools shall be collected throughout the year between the hours of 4:00 a.m. and 6:30 A.M.

#### **5.6 RECYCLING DELIVERY**

- A. All Designated Collected Recyclable Materials shall be delivered to the Designated Recycling Market which will be identified in Addendum #1 prior to the date of receipt of this Bid.

## **5.7 VEHICLES AND EQUIPMENT**

- A.** Each bidder shall submit with his proposal, a description of all equipment to be used in the performance of the proposed contract.
- B.** All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq. In addition, all vehicles shall be designed to meet the ANSI (Association of National Standards Institute) Z245.1 safety standards or the latest version thereof.
- C.** All recycling collection vehicles shall be completely enclosed and shall be designed so as to prevent spillage of recyclables and shall be designed in such a manner so as to not interfere with the marketability of recyclable materials that are collected.
- D.** All vehicles shall be equipped with two-way communication devices or drivers with cellular telephones and shall be able to communicate with the Contractor's garage, the Public works Director and/or the Township Manager.
- E.** 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. In addition, all vehicles shall be of a uniform color and shall be in good repair. Finally, all vehicles shall enter the Township of Weehawken devoid of any material from other sources. The Contract Administrator or his designee 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 this contract. All vehicles shall be equipped with a broom and shovel.
- F.** The Contract Administrator or his designee 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, service phone number and truck ID number of the Contractor shall be placed clearly and distinctly on both sides of all vehicles used in connection with collection of recyclable materials.

## **5.9 TELEPHONE FACILITIES AND EQUIPMENT**

- A.** The Contractor must provide and maintain a telephone, electronic mail and fax service to receive customer complaints or inquiries from the Contract Administrator or his designee. The Contractor shall ensure that the phone service is activated prior to the commencement of service. All such service shall not result in toll charges to the Township or its residents.
- B.** Telephone service shall be maintained on all collection days, between the hours of 8:00 AM and 2:00 PM.

## **5.10 FAILURE TO COLLECT & FAILURE TO PERFORM**

- A.** The Contractor shall report to the Contract Administrator or his Designee, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude recycling collection. In the event of severe weather, the Contractor shall collect recycling no later than the next day, including Saturday.
- B.** Failure to perform services shall be determined if the Contractor
  1. Makes a general assignment for the benefit of his creditors,
  2. If a receiver should be appointed on account of the Contractor's insolvency
  3. If the Contractor should persistently or repeatedly refuse to supply enough labor, material or equipment to maintain the established schedules of collections
  4. If the Contractor should fail to make prompt payment for material or labor or otherwise, be guilty of substantial violation of any provision of the Contract,
  5. Failure to remove Designated Collected Recyclable Materials in a timely manner as outlined within this Proposal.
  6. Failure to comply with all conditions of any and all laws of Township of Weehawken, the State of New Jersey and the New Jersey Department of Environmental Protection.
  7. Any breach of any provision of this agreement.

Then the Township, may, without prejudice to any other right or remedy, terminate the Contract and at its discretion, relet the same.

## **5.11 COMPLAINTS**

- A.** The Contractor shall promptly and properly attend to all complaints and all notices, directives and orders of the Contract Administrator or his designee within twenty-four (24) hours of receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint log shall be available for inspection by the Township of Weehawken.
- B.** The Contractor shall maintain a copy of all complaints received and the action taken to correct these complaints for inspection upon demand by the Township of Weehawken.
- C.** Should the Contractor's employees or agents destroy or damage metal or plastic recycling containers belonging to the Residents of Weehawken, or containers belonging to the Township of Weehawken as a result of rough handling, the Contractor agrees to replace the receptacles with those approved by the Township.
- D.** The Contract Administrator or his designee shall make the final determination in all such complaints.

## **5.12 SOLICITATION OR ACCEPTANCE OF GRATUITIES**

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

## 5.13 INVOICES, PAYMENT PROCEDURES & LIQUIDATED DAMAGES

A. The Contractor shall submit all invoices for recycling collection service, in accordance with the requirements of this section.

### (1) General Requirements:

- a. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Township of Weehawken for the preceding calendar month (the "Billing Month").
- b. The Township of Weehawken shall pay all invoices within 30 days of receipt. The Township of Weehawken will not be obligated to pay a defective invoice until the Contractor cures the defect. The Township of Weehawken shall have 30 days from the date of receipt of the corrected invoice to make payment.
- c. Invoices shall specify at a minimum:
  1. The amount of the invoice;
  2. The truck license plate number and truck number;
  3. The total quantity and weight of the recyclable material as appropriate;
  4. Copies of all weight tickets and receipts;
  5. The date of each load of material recycled as appropriate.

**B. LIQUIDATED DAMAGES** The parties acknowledge that in the event of a default in performance by the Contractor, it is foreseeable that the Township will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others shall consist of intangible losses which are difficult to accurately calculate and assess, including, but not limited to, revenue losses and general and administrative costs. For these intangible losses, in the event the Contractor fails to satisfactorily comply with all of the terms and conditions of these bid specifications, the Contractor shall be liable for, and the Township may deduct from any amount then due to the Contractor, the below listed sums as Liquidated Damages.

The provisions herein contained for liquidated and agreed upon damages, or agreed upon minimum damages, as the case may be, are a bona fide provision for such and are not a penalty. These provisions have been incorporated as a provision beneficial to both parties, as a valid estimate of the damages, or minimum damages, as the case may be, which will otherwise flow on account of any such default by the Contractor. The Contractor agrees that, if awarded this Contract, it will not file any action against the Township seeking the return of any portion of the liquidated damages amount pursuant to the Contract or seeking any reduction in the amount of liquidated and agreed upon damages.

1. If the Contractor does not clean up spillage within one half hour (1/2) of being notified, the work may be performed by Township employees, or a designated Contractor. In such event, the amount of damages shall be the actual and total contract cost, if an outside Contractor must be employed. If Township employees perform the cleanup, damages shall be due from the Contractor in the amount of the actual cost of the municipal labor and equipment used. The parties agree that the minimum cost to reassign Township employees to such cleanup duties is one hundred dollars (\$100.00)

2. In the event that the Contractor should commingle solid waste with Designated Collected Recyclable Material, in any load, the Contractor shall be assessed Damages equal to the cost of the tonnage of material outside the scope of these specifications, plus the actual cost of all necessary inspections. Each truckload shall be a separate event. The parties agree that the minimum damage assessed for each infraction of this provision is two thousand dollars (\$2000.00)
3. For each verified failure on the part of the Contractor to collect recycling in accordance with these specifications, the Contractor agrees to pay liquidated damages in the amount of \$200.00. Each day and each location shall be considered a separate event for the purpose of this provision.
4. In the event that the Contractor(s) should fail to make any collections after twenty-four- (24) hours notice of each complaint by telephone, by fax, by letter electronic mail or in person, the Contractor(s) shall pay an additional one hundred dollars (\$100.00) in liquidated damages for each twenty four (24) hours during which the said failure shall occur. Each residential, commercial, industrial or institutional unit shall be considered a separate instance for the purposes of this provision.
5. For failure to properly return containers to the curb, one hundred dollars (\$100.00) shall be assessed for each such failure.
6. For failure of the contractor to provide sufficient equipment or staffing as outlined within this RFP, liquidated damages in an amount equal to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.
7. For failure to maintain communication service properly as provided in the bid specifications, twenty-five dollars (\$25.00) for each hour of such failure shall be assessed.
8. For using vehicles and equipment which are not in conformance with these specifications or with appropriate safety regulations, and which the Contractor(s) has failed to repair or properly maintain for a period of forty-eight (48) hours after receipt of written notice from the Township of a directive to repair or replace as required for the purpose of providing safe and sanitary collection service, the sum of two hundred dollars (\$200.00) per day for each vehicle or piece of equipment shall be assessed.
9. For Contractor(s) personnel soliciting gratuities from residents, a sum of two hundred dollars (\$200.00) for each incident.

In the event that the Contractor(s) has defaulted, then the Township may, without prejudice, and in addition to the above remedy, terminate this Contract.

#### **5.14 COMPETENCE OF EMPLOYEES**

The Contractor's employees must be competent in their work, and if any person shall appear incompetent or disorderly, the Township of Weehawken 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

- A. The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Contract Administrator or his Designee, in writing, that a Supervisor has been appointed. Such notification shall be given prior to beginning performance on the contract. The Contractor shall promptly notify the Contract Administrator or his Designee, in writing, of any changes.
- (1) The Supervisor shall report in person to the Contract Administrator or his Designee at daily, Monday through Friday each week.
  - (2) The Township may, at its discretion, meet with the Contractor on a monthly basis or more frequently, if desired.

## 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 (see below). The insurance policy shall name the Township of Weehawken as an Additional Named insured indemnifying the Township of Weehawken with respect to the Contractor's actions pursuant to the Contract. N.J.A.C. 7:26H-6.17 states in part that: Insurance requirements shall include Comprehensive General and Contractual Liability Insurance, Comprehensive Automobile Liability Insurance and Workers' Compensation Insurance with limits of not less than those set forth below:

1. Workers' Compensation - unlimited coverage and in accordance with New Jersey statutes for employer's liability.
2. Comprehensive General and Contractual Liability Insurance Coverage - Policy to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract. Bodily Injury Liability limits of \$1,000,000 each person and Property Damage Liability limits of \$3,000,000 each occurrence; and
3. Comprehensive Automobile Liability insurance coverage. Bodily Injury Liability limits of \$500,000 each person and \$1,000,000 each occurrence. Property Damage Liability limits of \$1,000,000 each occurrence.
  - a. The Insurance Certificate shall list the governing body as an additional insured on the Comprehensive General Contractual Liability, Automobile Liability and Umbrella policies.
  - b. Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without thirty - (30) days prior written notice to the Contract Administrator. All insurance required pursuant to (a) above shall remain in full force and effect until the final contract payment.
  - c. Each insurance policy shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against the governing body. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.
  - d. Certificates of Insurance shall be delivered to the Contract Administrator at the time designated by the Township of Weehawken provided however, that the time so designated by the contract is awarded and prior to the commencement of performance.

## 5.17 CERTIFICATE OF INSURANCES

Upon notification by the Township of Weehawken, 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 Township of Weehawken from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Township of Weehawken 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 sub-Contractors and that results in any loss of life or property or in any injury or damage to persons or property.

## 5.19 VIOLATIONS OF CONTRACT SPECIFICATIONS

- A. Any violation of these specifications shall be sufficient cause for the immediate cancellation of the contract by the Township, who may thereupon employ the necessary labor to perform the work or re-advertise or relet the work, at the expense of the offending Contractor and his sureties.
- B. Notwithstanding any specifically enumerated remedy or right the Township may have for any violation of the terms of the Contract or these Specifications, the Township reserves the right to pursue any remedies available to it in law or equity for any breach of the terms and conditions contained herein. Any failure of the Township to enforce the terms and conditions contained herein shall not be deemed a waiver by the Township of a full enforcement thereof.

## 5.20 TOWNSHIP'S POLICE POWERS

- A. The Contractor will in the performance of the contract be acting as an independent Contractor and neither the Contractor nor his employees or representatives in the performance of the contract shall be under the control, or acting as agents or employees of the Township of Weehawken. The Contractor recognizes and will acknowledge that the proposed agreement is not intended and shall not be construed as a delegation, or in limitation and restriction, of the police or other powers of the Township. The Township reserves the right, authority and discretion notwithstanding any provision herein, to adopt all rules and regulations respecting the collection of recycling.

**5.21 EMPLOYEE WAGE REPORTING:** The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract as follows:

1. The contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract, and any other records deemed necessary by the commissioner for the enforcement of wage payments. In addition the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the *Township of Weehawken* awarding the contract, any other party to the contract, and the commissioner.
2. The contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form satisfactory to the commissioner, to the Township of Weehawken for each payroll period not

more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development's "Payroll Certification for Public Works Project" and completing columns 1-5 for each covered employee. The certification shall be submitted to:

MUNICIPAL BUILDING  
400 PARK AVENUE  
WEEHAWKEN, NJ 07086

## **5.22 RETAINAGE OF RECORDS**

- A. Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with governmental entities are subject to audit or review by the Office of the State Comptroller. Accordingly, the Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

## **5.23 ASSIGNMENT OF CONTRACT**

- A. All parties understand that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original Proposal/contract.
- B. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Township.

## **5.24 SEVERABILITY**

The Contract between the Contractor and the Township of Weehawken shall provide that the laws of the State of New Jersey shall govern the agreement. Should a court of competent jurisdiction find that a provision of the agreements is in whole or in part invalid or unenforceable, such finding shall not void or render unenforceable the remainder of the agreement or the provision. This applies, but is not limited to the agreed upon costs and liquidated damages provisions. In the event that a specified liquidated damage amount is found to be inapplicable, damages may still be calculated as allowed by law.

## **6.0 BIDDING DOCUMENTS**

### **6.1 BIDDING DOCUMENTS CHECKLIST**

<b><i>Section</i></b>	<b><i>Description</i></b>	<b><i>Initial</i></b>	<b><i>When due</i></b>
§ 6.1	This Bidding Documents Checklist		Mandatory with bid
§ 6.2	Statement of Bidder's Qualifications, Experience and Financial Ability Affidavit and Questionnaire		Mandatory with bid
§ 6.3	Bid Guarantee		Mandatory with bid
§ 6.4	Ownership Disclosure Statement		Mandatory with bid
§ 6.5	Non-Collusion Affidavit		With bid
§ 6.6	Consent of Surety		Mandatory with bid
§ 6.7	Proposal Price Forms		Mandatory with bid
§ 6.7.1	Price Proposal Sheet		Mandatory with bid
§ 6.8	Acknowledgement of Receipt of Addendum		Mandatory with bid
§ 6.9	Certification Regarding Investment Activities in Iran in accordance with N.J.S.A. 52:32-58		Prior to Contract Award
§ 6.10	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus		Prior to Contract Award
§ 6.11	Business Registration Certificate		Prior to Contract Award
§ 6.12	Truth in Contracting		With bid
§ 6.13	Disclosure of Contributions To New Jersey Election Law Enforcement Commission (ELEC)		Prior to Contract Award
§ 6.14	Solid Waste Collection & Transportation Contractor Wage Record Keeping		For Vendor Information
§ 6.15	Affidavit of Authorization for Contract		With bid
§ 6.16	Contact Person		Prior to signing Contract and after award
§ 5.17	Certificate of Insurance		Due 5 days from request
§ 7.2	Performance Bond		Prior to signing Contract and after award
§ 7.3	Vehicle Dedication Affidavit		Prior to signing Contract and after award
§ 7.5	Affirmative Action Affidavit		Prior to signing Contract and after award
§ 7.5.1	Affirmative Action Requirements		Prior to signing Contract and after award
§ 7.5.A	Americans with Disabilities Act of 1990		
§ 7.5.A.1	Americans with Disabilities Act of 1990 Affidavit		For Vendor Information

**6.1 BIDDING DOCUMENTS CHECKLIST (continued)**

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

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

Print Name and Title: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone Number : \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

**AFFIDAVIT**

STATE OF NEW JERSEY }  
 }  
COUNTY OF } SS: **TOWNSHIP OF WEEHAWKEN**  
 } **RECYCLING COLLECTION SERVICE BID**

I, \_\_\_\_\_, am the \_\_\_\_\_  
 [NAME OF AFFIANT] [IDENTIFY RELATIONSHIP TO BIDDER: OWNER, PARTNER,  
 PRESIDENT, OR OTHER CORPORATE OFFICER]  
of the \_\_\_\_\_, and being duly sworn, I depose and say:  
 [Name of Bidder]

- 1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
- 2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Township of Weehawken to award to \_\_\_\_\_ [NAME OF BIDDER] the Contract for Recycling Collection Service in the event said bidder is the lowest responsible bidder on the basis of the Bid Proposal which is submitted herewith.
- 3. I understand and agree that the Township of Weehawken will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the Contract.
- 4. I also understand and agree that the Township of Weehawken may reject the Bid Proposal in the event that the answer to any of the foregoing questions is false.
- 5. I do hereby authorize the Township of Weehawken, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Township of Weehawken with any information necessary to verify the answers given.

\_\_\_\_\_  
Name of Firm or Individual Title

\_\_\_\_\_  
Signature Date

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.

**Subscribed and sworn to before me**  
**this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_**

**Notary Public of**  
**My Commission expires \_\_\_\_\_ 20\_\_**

## QUESTIONNAIRE

This questionnaire must be filled out and submitted with and as part of the Bid Proposal for Recycling Collection Service for the Township of Weehawken. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

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

1. How many years has the bidder been in business as a contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it by the Township of Weehawken under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Township of Weehawken in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the government Recycling Collection 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 the materials collected?
  - (e) Name and telephone number of Contract Administrator or some other official in charge of collection.

7. State all equipment owned by and/or available to the bidder for use in collection of the recyclables described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, and years of service, present condition and the type and size of the truck bodies.
  
8. Where can this equipment described above be inspected?
  
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
  
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
  
11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
  
12. List the name and address of three credit or bank references.
  
13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection. {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.} In accordance with N.J.S.A. 40A:11-13(f), the bidder shall additionally submit a financial statement if a financial statement is Federally required as a condition upon the awarding of a monetary grant to be used for the purchase, contract or agreement.
  
14. Additional remarks if any.

**6.3    BID GUARANTEE**

**[FORM SUPPLIED BY BIDDER]**

**6.4 Ownership Disclosure Statement**

**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

Part – I Check the box that represents the type of business organization:

- Sole Proprietorship
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

Part – II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity

Business Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Part – III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person.

(Please attach additional sheets if more space is needed):

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
_____	_____
_____	_____
_____	_____

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed.

(Please attach additional sheets if more space is needed):

Stockholder/Partner/Member and Correspondence Entity Listed in Part – II	Business Address
_____	_____
_____	_____
_____	_____

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *Township of Weehawken* relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any Contracts with *Township of Weehawken* to notify the *Township of Weehawken* 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the *Township of Weehawken*, permitting the *Township of Weehawken* to declare any Contract(s) resulting from this certification void and unenforceable.

Authorized Signature and Title	Date
--------------------------------	------

Subscribed and sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(Notary Public)

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

**6.5 NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

**SS: TOWNSHIP OF WEEHAWKEN  
RECYCLING COLLECTION SERVICE BID**

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of affiant) (Name of municipality)

In the County of \_\_\_\_\_ and State of \_\_\_\_\_  
of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (Name of company)

the bidder making this proposal for the bid entitled \_\_\_\_\_,  
(title of bid)

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 any action in restraint of free, competitive bidding in connection with the above named project; and that with full knowledge that the \_\_\_\_\_  
Name of Entity

relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for 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 commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
(Company name)

**Sign and notarized this form**

\_\_\_\_\_  
Signature

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

Subscribed and sworn before me this

\_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Affiant

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

\_\_\_\_\_  
Print Name & Title of Affiant

My Commission Expires \_\_\_\_\_

(Seal)

**6.6    CONSENT OF SURETY**

**[FORM SUPPLIED BY BIDDER]**

**6.7 PROPOSAL PRICE FORMS FOR RECYCLING COLLECTION SERVICE BID**

Bidder must submit Bid pricing on the Price Proposal Sheet in Section 6.7.1 below. All blanks must be completed in both numbers and words.

Proposal for Recycling Collection Services beginning July 1, 2026 for a period of three (3)years with two (2) one (1) year renewal options.

Township of Weehawken:

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 and acknowledge receipt of any addenda issued thereto.

**NOTE: Bidders are required to sign all Option Proposal sheets.**

**Bidders are invited to bid on all Service Options but are not required to bid on all Service Options.**

\_\_\_\_\_  
Signature

Affix seal if a corporation

\_\_\_\_\_  
Title

**6.7.1 PRICE PROPOSAL SHEET – FOR THE RECYCLING COLLECTION SERVICE BID FOR UP TO FIVE (5) YEARS – SINGLE STREAM COLLECTION METHOD**

The undersigned will contract to do all the work and furnish all the material, labor, equipment, etc. necessary to carry out the intent of these specifications as described herein for the period **COMMENCING ON SEPTEMBER 1, 2026 AND TERMINATING ON EITHER AUGUST 31, 2029, 2030, 2031, RESPECTIVELY (BOTH DATES INCLUSIVE).**

**BID PRICE FOR THREE (3) YEARS WITH TWO (2) POSSIBLE ONE (1) YEAR RENEWALS**

- Fill in all columns; where a value is \$0.00, fill in \$0.00. **Leave no blanks**
- All values to be in U.S. dollars
- Pricing is being requested in order for the Township to effectively analyze the true cost of providing these services to its residents. All pricing will be viewed in the five (5) year aggregate for the purpose of award.

**RECYCLING COLLECTION SERVICE TOWNSHIP-WIDE**

All residential, schools and condominium complexes/senior housing as described in these Specifications

<b>YEAR(S)</b>	<b>TOWNSHIP-WIDE COLLECTION</b>
<b>2026-2027 - Year One (1)</b>	\$
<b>2027-2028 - Year Two (2)</b>	\$
<b>2028-2029 - Year Three (3)</b>	\$
<b>TOTAL THREE (3) YEAR</b>	\$
<b>2029-2030 - Option Year One (1)</b>	\$
<b>2030-2031 - Option Year Two (2)</b>	\$
<b>TOTAL FIVE (5) YEAR WITH OPTION YEARS</b>	\$

**Bidders shall report pricing below in WORDS:**

---

**2026-2027 - Year One (1) bid amount Township-Wide Collection**

---

**2027-2028 - Year Two (2) bid amount Township -Wide Collection**

---

**2028-2029 - Year Three (3) bid amount Township -Wide Collection**

---

**TOTAL THREE (3) YEAR Combined bid amount Township -Wide Collection**

---

**2029-2030 - Option Year One (1) bid amount Township -Wide Collection**

---

**2030-2031 - Option Year Two (2) bid amount Township -Wide Collection**

---

**TOTAL FIVE (5) YEAR WITH OPTION YEARS bid amount Township -Wide Collection**

**Bidder's Signature** \_\_\_\_\_

**6.8 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

AS PER N.J.S.A.40A:11-23.2(e)

**THE UNDERSIGNED BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:**

ADDENDUM # \_\_\_\_\_

DATE \_\_\_\_\_

ADDENDUM # \_\_\_\_\_

DATE \_\_\_\_\_

ADDENDUM # \_\_\_\_\_

DATE \_\_\_\_\_

**NO ADDENDA WERE ISSUED FOR THIS BID: \_\_\_\_\_ (CHECK IF NO ADDENDUM WAS ISSUED)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**PRINT NAME**

**COMPANY:** \_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN IN ACCORDANCE WITH N.J.S.A. 52:32-58**



**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

**BID 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

*\*Attach Additional Sheets If Necessary.*

**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

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



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

Pursuant to 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 a State agency 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)

- A. 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**

- B. 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**

- C. 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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Attached 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>i</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(c)(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)

## **6.11 BUSINESS REGISTRATION CERTIFICATE**

### **Exhibit A** **BUSINESS REGISTRATION**

Pursuant to N.J.S.A. 52:32-44, the Township of Weehawken is prohibited from entering into a Contract with an entity unless the bidder/proposer/Contractor, and each Subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to Contract award or authorization, the Contractor shall provide the Contracting Agency with its proof of business registration and that of any named Subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a Contract, purchase order, or other contracting document is awarded or authorized.

During the course of Contract performance:

- (1) the Contractor shall not enter into a contract with a Subcontractor unless the Subcontractor first provides the Contractor with a valid proof of business registration.
- (2) the Contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the Contractor and any Subcontractor providing goods or performing services under the Contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. **Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.**

Before final payment is made under the Contract, the Contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

#### **Emergency Purchases or Contracts**

For purchases of an emergent nature, the Contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the Contract or prior to payment for goods or services, whichever is earlier.



**6.13 DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION (ELEC)**

Pursuant to N.J.S.A.19:44A-20.27, a business entity that has received in any calendar year \$50,000 or more in public contracts with public entities, must file an annual report with the Election Law Enforcement Commission (ELEC).

All Bidders are advised and acknowledge their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Bidders are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us)

\_\_\_\_\_  
Name of Firm or Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**6.14 SOLID WASTE COLLECTION AND TRANSPORTATION CONTRACTOR WAGE RECORD KEEPING: P.L. 2009, CHAPTER 88, N.J.S.A. 34:11-68**

The Contractor and any Subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this Contract as follows:

1. The Contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the Contract, and any other records deemed necessary by the commissioner for the enforcement of wage payments. In addition, the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the *Township of Weehawken* awarding the Contract, any other party to the Contract, and the commissioner.

The Contractor or Subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the Contract, in a form satisfactory to the commissioner, to the Township of Weehawken for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development's "[Payroll Certification for Public Works Project](#)" and completing columns 1-5 for each covered employee. The certification shall be submitted to:

**MUNICIPAL BUILDING  
400 PARK AVENUE  
WEEHAWKEN, NJ 07086**

By entering into a Contract, the Contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the Contractor or Subcontractor's wages and any penalties that may result from failure to comply.

**6.15 AFFIDAVIT OF AUTHORIZATION FOR CONTRACT**

**Affidavit of Authorization for Contract**

STATE OF NEW JERSEY    )  
  )  
COUNTY OF                    )        SS: TOWNSHIP OF WEEHAWKEN  
  )        RECYCLING COLLECTION SERVICE BID

\_\_\_\_\_ being duly sworn, deposes and says that the affiant resides at  
\_\_\_\_\_ that the affiant is the \_\_\_\_\_ (*Title*)  
who signed the Bid for this Contract; that the affiant was duly authorized to sign; that the seal attached is the  
seal of the Respondent; and that all declarations and statements contained in the Bid are true, to the best of his  
knowledge and belief.

\_\_\_\_\_  
*(Type of print name of affiant under signature)*

**Subscribed and sworn to before me**

**this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_**

**Notary Public of**

**My Commission expires \_\_\_\_\_ 20\_\_**

**6.16 CONTACT PERSON**

For the purpose of this Bid and during the period prior to the start date of the Contract the following person is designated by the Bidder as the Contact Person for all matters relating to the Bid:

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**7.     CONTRACT DOCUMENTS**

**7.1     CONTRACT**

**[FORM SUPPLIED BY CONTRACTING UNIT]**

**7.2     PERFORMANCE BOND**

**[FORM SUPPLIED BY CONTRACTING UNIT]**



**7.4 (Reserved)**

**7.5 AFFIRMATIVE ACTION AFFIDAVIT**

**MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

STATE OF NEW JERSEY            }  
  }  
  } SS: **TOWNSHIP OF WEEHAWKEN**  
COUNTY OF                            }  
  } **RECYCLING COLLECTION SERVICE BID**

I or We \_\_\_\_\_ of the (municipality) of \_\_\_\_\_

in the County of \_\_\_\_\_ in the State of \_\_\_\_\_,

of full age, being duly sworn according to law on my oath depose and say that:

I am (President, Partner, Owner) of the firm of \_\_\_\_\_ a Bidder making a Bid to provide Recycling Collection Services and, in that Township, I have executed the Bid with full authority to do so.

Further, as the Bidder I will comply with and certify that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

I further understand that my Bid shall be rejected as non-responsive if I fail to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

If the undersigned is an individual Bidder, I sign in such capacity. If I sign in a representative capacity, this Affidavit binds my principal and I certify that I have the authority to bind my principal.

\_\_\_\_\_  
Signature of Company Officer

**Subscribed and sworn to before me**

**this \_\_\_\_ day of \_\_\_\_\_ 20\_\_**

**Notary Public of**

**My Commission expires \_\_\_\_\_ 20\_\_**

## **7.5.1 AFFIRMATIVE ACTION REQUIREMENTS**

### **EXHIBIT A 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 et seq.**

#### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 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 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 statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

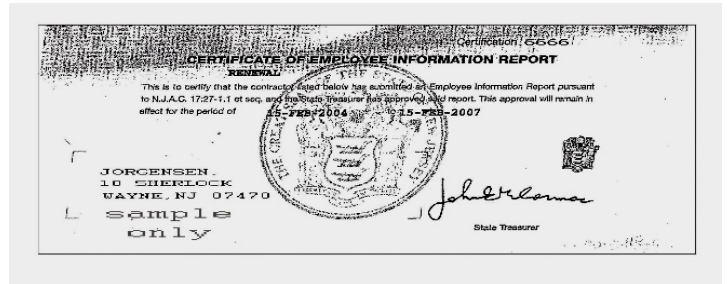
**EXHIBIT-A (Continued)**

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 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; or



Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/))

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 N.J.A.C. 17:27-1.1 et seq. REVISED 1/2016

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

**7.5.A AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The Contractor and the Township of Weehawken do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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.

**7.5.A.1 AMERICANS WITH DISABILITIES ACT OF 1990 AFFIDAVIT**

STATE OF NEW JERSEY }  
 }  
COUNTY OF }

SS: **TOWNSHIP OF WEEHAWKEN  
RECYCLING COLLECTION SERVICE BID**

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

of the \_\_\_\_\_ and being duly sworn,  
(Name of Bidder)

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 Township rely upon the truth of the statements contained in this affidavit and in said Bid in signing the Contract for the said project.

I/we warrant that I/we have read Section 7.5.A of these Specifications.

I further warrant that at all times during the performance of the Recycling Collection Service Contract, I agree I will comply with and certify that he/she is aware of the commitment to comply with the requirements of the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.) and agrees to furnish the of evidence of such compliance upon request.

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 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\_\_**

**ATTACHMENT #1**

**TOWNSHIP OF WEEHAWKEN - MUNICIPAL DATA**

**RESIDENTIAL UNITS**

**Upland:** 5,276 Units  
**Brownstones:** 42 Units  
**Riva Point:** 253 Units

**Total Number of Residential Units Collected:** 5,571

**INSTITUTIONAL SOURCES:**

**Schools:** 3

**POPULATION:** 14,604 People

**AREA:** 0.8 Square Miles

**ROAD MILES:**

**Municipal:** 13.35 miles  
**County:** 1.30 miles  
**Port Authority:** 1.43 miles

**TONNAGE DATA**

<b>Year</b>	<b>Residential Tonnage</b>
<b>2020</b>	<b>2,305</b>
<b>2021</b>	<b>1,744</b>
<b>2022</b>	<b>N/A</b>
<b>2023</b>	<b>1,925</b>
<b>2024</b>	<b>1,805</b>
<b>2025</b>	<b>1,802</b>

**ATTACHMENT #2**

**RECYCLING COLLECTION SCHEDULE**

**(1) Residential Recycling**

<b>Collection Day</b>	<b>WEDNESDAY</b>
<b>Pickup Zone</b>	
Palisade Ave	- 22nd Street to 31st Street
Zerman Place	- Dead End
Lincoln Place	- Dead End
Oak Street	East to Gregory Ave. –From Gregory to end (Dead End)
Jane Street	- From Hudson to end (Dead End)
Hackensack Plank Rd-	Palisade Ave. to Gregory Ave
Hudson Ave.	- High Point Ave to Hackensack Plank Road
Pleasant Avenue	- Hackensack Plank Road to 31st St.
Gregory Avenue	- 20th Street to Tunnel Cut
High Point Avenue	- Gregory Avenue to Palisade Avenue
Oak Street	- Palisade Avenue to Gregory Ave.
Shippen Street	- Palisade Avenue to Gregory Avenue
Dodd Street	- Palisade Ave to Hudson Ave Dead End
Jane Street	- Hudson Avenue to Palisade Avenue
Angelique Street	- Palisade Avenue to Hudson Avenue
Maple Street	- Palisade Avenue to Ridgely Street- Lower portion is Dead End
Harbor Blvd.	- all

<b>Collection Day</b>	<b>THURSDAY</b>
<b>Pickup Zone</b>	
Park Avenue	- 42nd St. to 51st Street
East Boulevard	- 51st Street to Eldorado Blvd.
Fulton Street	- Park Avenue to East Boulevard
Cooper Place	- Park Avenue to Louise Place
46th Street	- East Boulevard to Park Avenue
47th Street	- Park Avenue to East Avenue
48th Street	- East Avenue to Park Avenue
49th Street	- Park Avenue to East Boulevard
50th Street	- East Boulevard to Park Avenue
51st Street	- Park Avenue to East Boulevard
Eldorado Place	- East Boulevard to Highwood Terrace
Liberty Place	- East Boulevard to Highwood Terrace
Clifton Terrace	- Park Avenue to East Boulevard
Columbia Terrace	- Park Avenue to East Boulevard
Potter Place	- Fulton Street to Liberty Place
Pershing Road	East Boulevard to Bottom of Road

**(1) Residential Recycling (continued)**

<b>Collection Day</b>	<b>FRIDAY</b>
<b>Pickup Zone</b>	
Park Avenue	- 38th Street to 18th Street
Willow Avenue	- 18th Street to 19th Street
Hackensack Plank Rd.-	18th Street to Gregory Avenue
West 19th Street	all
Chestnut Street	- all
Grand Street	- all
Clinton Street	- all
Hauxhurst Avenue	Marginal Highway to Highwood Ter.
Sterling Avenue	- Marginal Highway to Jefferson St. (Dead End)
East Boulevard	- Hudson Pl. to Park Ave.- Lowner UC
Bonn Place	- Kingswood Road to Highwood Terrace
Burr Place	- Dead End
King Avenue	- Highwood Terrace to Bellvue Street
Kingwood Road	- Dead End
Hamilton Avenue	- King Avenue to East Boulevard
Highwood Terrace	- all
Hudson Place	- all
Duer	all
Parkview	- all (Dead End)
Nesbit	- all (Dead End)
Edgar	Dead End
Liberty Place	- Highwood Avenue to Park Avenue
Carrol Place	- all (Dead End)
Gravert Place	- all (Dead End)
Regency Place/ Carlyle	all

**(2) School Recycling:**

<b>School Name Address</b>	<b>Pickup Location</b>	<b>Container Type</b>	<b>Collection Day</b>
Webster School Palisade Ave.& Angelique	Curbside	Carts	Wednesday
Weehawken H.S. Liberty, Eldorado Place & Highwood	Curbside	Carts	Friday
Roosevelt School Cooper & 46th St	Curbside	Carts	Thursday

**(3) Condominium Complexes/Senior Housing:**

<b>Location</b>	<b>Collection Method</b>	<b>Collection Day</b>
Gregory Commons 518 Gregory Ave	Carts	Wednesday
Bella Vista/ Robert Reiner	Carts	Wednesday
Senior Complex 525 Gregory Ave	Carts	Wednesday
Riva Point 100 Harbor Blvd	Carts	Wednesday
The Brownstones Regency Place	Carts	Friday