

**BOROUGH OF RIVERDALE
91 NEWARK-POMPTON TURNPIKE
RIVERDALE, NEW JERSEY**

NOTICE TO BIDDERS

**PROPOSALS FOR THE COLLECTION, REMOVAL AND DISPOSAL
OF RECYCLABLE MATERIALS**

Sealed Proposals for Collection, Removal and Disposal of Recyclable Materials will be received by the Borough in Borough Hall, 91 Newark-Pompton Turnpike, Riverdale, New Jersey on **Friday, June 5, 2020 at 10:00 a.m.** prevailing time. Due to the current pandemic, the Borough of Riverdale Offices are closed to the public. Bids will be opened on the date mentioned with the results being made available to the public immediately thereafter via the Borough website at www.riverdalenj.gov. Bids may be hand-delivered to the lobby of the borough hall on June 5, 2020 before 10:00am or mailed by certified mail. Riverdale Borough will not be responsible for any bid mailed which is lost in transit or delivered late by the Postal Service. Bids will not be accepted after said hour.

Specifications and bid proposal forms may be obtained via Email request to the Borough Clerk, at LForbes@riverdalenj.gov between the hours of 8:30 a.m. and 4:30 p.m. daily except Saturdays, Sundays and holidays. A copy of the Bid Specification will also be available for download on the Borough website at www.riverdalenj.gov. Bids or proposals shall be made on the forms provided and attached to the specifications which shall be submitted intact and otherwise must conform to the general instructions, specifications, terms and conditions which are on file and available to all bidders without charge.

A certified check or cashier's check made payable to the order of the Borough of Riverdale, or a duly executed bid bond in the amount of 10% of each bid, but in no case less than \$20,000.00, must be deposited by the bidder.

Bidders must comply with the following New Jersey State Statutes:

- P.L. 1975, Chapter 127 (Affirmative Action Program)
- P.L. 1977, Chapter 33 (Statement of Ownership)
- N.J.S.A. 40A:11-18 (American Goods and Products to be used where possible)
- Bid proposals must be placed in sealed opaque envelopes addressed to the Borough of Riverdale, 91 Newark-Pompton Turnpike, Riverdale, New Jersey 07457, and marked clearly on the outside of the envelope "BID DOCUMENTS ENCLOSED".

The Borough reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the proposal received and to accept the bid which is in the best interests of the Borough.

Abubakar T. Jalloh
Borough Clerk

BOROUGH OF RIVERDALE BID SPECIFICATIONS RECYCLABLE MATERIALS

1. INSTRUCTIONS TO BIDDERS

1.1. THE BID

The Borough of Riverdale is soliciting bid proposals from solid waste collectors interested in providing recyclable materials collection and disposal services for a period of five (5) years, to commence on July 1, 2020, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

1.2. CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the Morris Daily Record and in the Suburban Trends newspapers.

1.3. BID OPENING

All bids will be opened by the Borough of Riverdale at 10:00 a.m. on ***Friday, June 5, 2020*** at 91 Newark-Pompton Turnpike. The results will be made available to the public immediately thereafter via the Borough website at www.riverdalenj.gov. Bids may be hand-delivered to the lobby of the borough hall on June 5, 2020 before 10:00am or mailed by certified mail no later than Friday, June 5, 2020 at 10:00 a.m. 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.

1.4. DOCUMENTS TO BE SUBMITTED

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

1. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Borough of Riverdale;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;

6. Business Registration Certificate
7. Certificate of surety; and
8. Bid Proposal.

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

1. "Addenda": written or graphic instruments issued prior to the opening of bids which clarify, correct, or change, the bidding documents or the contract documents.
2. "Bid guarantee": 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.
3. "Bid proposal": all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.
4. "Bid specifications": all documents requesting bid proposals for municipal solid waste collection services contained herein.
5. "Borough": The Borough of Riverdale.
6. "Certificate of insurance": a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.
7. "Collection site": the location of waste containers on collection day.
8. "Collection source": a generator of designated collected solid waste to whom service will be provided under the contract.
9. "Consent of surety": a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.
10. "Contracts": the written agreement executed by and between the successful bidder and the governing body and shall include the bid proposal, and the bid specifications.
11. "Contract administrator": the person authorized by the contracting unit to procure and administer contracts for solid waste collection services.
12. "Contracting unit": a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school

- district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions where 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.
13. "Contractor": the lowest responsible bidder to whom award of the contract shall be made.
 14. "Day": a calendar day of twenty-four (24 hours measured from 12:00 A.M. to 11:59 P.M.)
 15. "Disposal facility": those sites designated in the Morris County Solid Waste Management Plan for use by the Borough of Riverdale, owned and operated by the Morris County Municipal Utilities Authority, or State approved recycling facility.
 16. "Effective date of the agreement": the date indicated in the agreement on which it becomes effective, but if no such date is indicated, it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.
 17. "Governing body": 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.
 18. "Legal newspaper": the Morris Daily Record
 19. "Mixed Paper": high grade paper; magazines (glue or staple bound); catalogs; color inserts from newspaper; envelopes with or without windows; undeliverable and/or advertising mail; sweepstakes forms; school paper (math paper, composition paper, construction paper with paint, crayon, or marker); textbooks without hard cover; soft cover workbooks; office paper (fax or photocopy paper, computer printouts, or white ledger); non-metallic wrapping paper; real estate books; NCR paper; and white pages of the telephone book.
 20. "Municipality Owned Property": properties owned by the Borough of Riverdale which are to receive collection as specified herein.
 21. "Notice of Award": the written notice by the Borough of Riverdale to the apparent successful bidder stating that upon his/her compliance with the conditions enumerated therein, within the time specified, the Borough will sign and deliver the agreement.
 22. "Notice to Proceed": the written notice given by the Borough to the Contractor fixing the date on which the contract time will commence to run and on which the Contractor shall start to perform his/her obligations under the contract documents.
 23. "Owner": The Borough of Riverdale.

24. "Proposal forms": those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.
25. "Service Area": the geographic area described in Section IV herein. The service area is as follows:

The corporate limits of the Borough of Riverdale in the County of Morris.
26. "Suitable Receptacle": a watertight container, can or barrel made of metal or other durable material with a tight-fitting cover, constructed to prevent the spillage of its contents. The container shall be waterproof and shall not exceed thirty-five (35) gallons in volume or fifty (50) pounds in weight when filled.
27. "Surety": 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.
28. "Tipping Fee": the combination of legally imposed fees and taxes charged for the direct disposal of recyclable materials

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

- A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.
- B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Riverdale 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. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2. BID GUARANTEES

- A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Riverdale in the amount of 10% of the highest aggregate year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Borough of Riverdale.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Borough of Riverdale.

3.4. "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 Borough of Riverdale.

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" in the form shown on page 32 of these specifications:

- A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above-named project;

- B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
- C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.

3.7. NO ASSIGNMENT OF BID

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

4. AWARD OF CONTRACT

4.1. GENERALLY

- A. The Borough of Riverdale shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough of Riverdale's decision, in writing, by certified mail.
- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.
- C. The Mayor and Council of the Borough of Riverdale reserve 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 Mayor and Council of the Borough of Riverdale rejects all bids, the Mayor and Council of the Borough of Riverdale shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Borough of Riverdale 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

Borough of Riverdale to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

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

4.4. PERFORMANCE BOND

- A. A five (5) year contract is being sought. The successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond to the Borough of Riverdale prior to or concurrent with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Borough of Riverdale 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 multi-year contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough of Riverdale to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount equal to the costs incurred by the Borough of Riverdale in re-bidding the contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

- A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
- B. Within seven days after receipt of notification of the Borough of Riverdale's intent to award any contract the contractor must submit one of the following to the contracting unit:
 - 1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photo copy of its letter of approval.
 - 2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy of the certificate.
 - 3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.

- C. If the Contractor does not submit the affirmative action document within the required time period the Borough of Riverdale may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of Riverdale to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6. VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; Contractor shall covenant that the only waste picked up in the Borough of Riverdale pursuant to this contract shall be placed in the dedicated collection vehicle.

4.7. ERRORS IN PRICE CALCULATION

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

5. WORK SPECIFICATIONS

- A. Work under this contract - The work to be performed under this contract includes the collection, removal and disposal of all recyclable materials from each residential, commercial and municipal property within the Borough of Riverdale. Increases in individual collection points in increments of one per cent (1%) added to the collection route will be cause for renegotiating at an additional cost as related and limited solely to the increased collection units. Particularly excluded from collection is material from home improvements, car parts and tires.
- B. Collection Modes - The Contractor will provide bid pricing for the following collection alternatives:
 - RECYCLABLE MATERIALS – 2 options - Single Stream and Dual Stream
Additional - Monthly White Goods and Metal Recycling
 - ONE DAY PER WEEK - 5 YEARS (Fridays)
- C. Routes of Collection - As part of the bid, the Contractor shall provide a map showing the collection districts and a proposed routing system. The Contractor may modify the districts for good cause over the first three months of the contract upon approval by the Contract Administrator and ample notification of the public.

- D. Points of Collection - All material to be collected shall be placed by the occupant in a suitable manner at the curb line of a public street or street within a condominium complex. Where there is no curb, the material shall be placed at the property line. Where sidewalks immediately about the curb, the materials shall be placed behind the sidewalk. Where a question exists, the Contractor shall use best judgment to make a determination as to where the receptacle is placed. Upon emptying of receptacles, the Contractor shall return them to the appropriate location and place them in an appropriate manner. If any public street is closed for repair, the Contractor shall notify the Contract Administrator, and make provisions for collection.

5.1. SERVICE REQUIRED

The Contractor shall provide service for any and all types of collection to be awarded by the Borough of Riverdale. The Borough of Riverdale is only seeking bids for a contract period of five (5) years.

5.2. COLLECTION AREA

The Contractor shall provide collection, removal and disposal from within the territorial boundary of the Borough of Riverdale.

5.3. COLLECTION OPTIONS

The bid shall include the following collection 2 options:

RECYCLABLE MATERIALS - 5 YEARS (Single Stream and Dual Stream Options)

Curbside Collection service ***one day per week - Fridays***, January through December. Collection costs shall be all inclusive except disposal fees. Costs and/or revenues associated with the marketing of these materials will be the responsibility of the Borough of Riverdale.

5.4. CONTAINERS AND PREPARATION BY RESIDENTS

- A. Containers used for collection of recyclable materials at multi-family residential units. See Municipal Data Sheet for details.

5.5. COLLECTION SCHEDULE

- A. All collection services, as described in these specifications, shall be performed between 6:00 a.m. and sunset. Collections of any kind will not be permitted on Saturdays or Sundays.
- B. Holidays - Collections are not required on the following holidays, but must be provided on the next business day:
- January 1st (New Year's Day) AND December 25th (Christmas Day)

- C. Inclement Weather - In the event of inclement weather, such as severe snows, hurricanes or floods which preclude pick up from a district on two successive collection dates, the Contract Administrator may direct the Contractor to modify his schedule to best serve the needs of the Borough of Riverdale.
- D. Borough Property - Borough property that requires collection includes the following properties and the Contractor shall provide dumpsters as shown at no additional charge:
 - 1. Public Works Department
One 6 yd. dumpster as needed.

5.6. VEHICLES AND EQUIPMENT

- A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.
- B. All collection trucks shall be compactor types, completely enclosed and water tight. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compactor type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.
- C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.
- D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of 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.
- E. Each truck shall have at least one broom and shovel to clean up debris that may be spilled or otherwise scattered during the process of collection.

5.7. NAME ON VEHICLES

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

5.8. TELEPHONE FACILITIES AND EQUIPMENT

- A. The Contractor must provide and maintain an office within reasonable proximity of the Borough of Riverdale with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.
- B. Telephone service shall be maintained on all collection days, between the hours of 8:00 A.M. and 5:00 P.M. The Borough of Riverdale shall list the Contractor's telephone number in the Telephone directory along with other listings for the Borough of Riverdale.

5.9. FAILURE TO COLLECT

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

5.10. COMPLAINTS

- A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint log shall be available for inspection by the Borough of Riverdale.
- B. The Contractor shall submit a copy of all complaints received and the action taken to the Borough of Riverdale by the 10th day of the month following the receipt of the complaint.

5.11. SOLICITATION OF GRATUITIES

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

5.12. INVOICE AND PAYMENT PROCEDURE

- A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.
 - 1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough of Riverdale for the preceding calendar month (the "Billing Month").

- B. The Borough of Riverdale shall pay all invoices within thirty (30) days of receipt. The Borough of Riverdale will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of Riverdale shall have thirty (30) days from the date of receipt of the corrected invoice to make payment.
- C. Since the Borough of Riverdale will pay the costs of disposal, the disposal facility will bill the Borough of Riverdale directly for all costs (including taxes and surcharges).

5.13. COMPETENCE OF EMPLOYEES

- A. The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Borough of Riverdale 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.
- B. The Contract Administrator may require a suspension or removal from service in the Borough of any Contractor or authorized Sub-contractor employee for one or more of the following offenses during working hours:
 - 1. Intoxication.
 - 2. The use of loud, profane, vulgar or obscene language.
 - 3. Soliciting gratuities or tips from the public for services to be performed hereunder.
 - 4. The wanton or malicious damage or destruction of containers or receptacles.
 - 5. Any other wanton, willful or reckless disregard of safety or sanitary requirements.
 - 6. Any act which may constitute a public nuisance or disorderly conduct.

5.14. 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, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes.
- B. Safety and Protection - The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby;
 - b. Property within the Borough including trees, shrubs, lawns, walk, pavements, roadways, structures and utilities, which in the event of damage by the Contractor

shall be made whole by the Contractor at his expense in a time limit approved by the Borough Clerk.

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

5.15. 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-6.19. The insurance policy shall name the Borough of Riverdale as an Additional Named insured indemnifying the Borough of Riverdale with respect to the Contractor's actions pursuant to the Contract.

5.16. CERTIFICATES

Upon notification by the Borough of Riverdale, 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.

5.17. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Borough of Riverdale from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of Riverdale on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

QUESTIONNAIRE

This questionnaire must be filled out and submitted [with] as part of the Bid Proposal for solid waste collection and disposal for the Borough of Riverdale. 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 Borough of Riverdale 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 Borough of Riverdale 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 solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.

- a. Name of contracting unit;
- b. Approximate population of contracting unit;
- c. Term of contract from to;
- d. How were materials collected?
- e. Give location of disposal site or sites and methods used in the disposal of solid waste;
- f. Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

7. Identify all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies. (attach list)

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. (attach list)

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, and a financial statement for the most recent two year period (calendar or fiscal).

14. Additional remarks.

6.4. BID GUARANTY

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____, as Principal, and _____, as Surety, are, hereby, held and firmly bound unto the Borough of Riverdale as OWNER in the penal sum of _____ (\$_____) for the payment of which, well and truly to be made, we, hereby, jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the Borough of Riverdale a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the Solid Waste Collection Service for the Borough of Riverdale.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND, for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By:_____

6.5. STOCKHOLDER STATEMENT OF OWNERSHIP

STATEMENT OF OWNERSHIP

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement of ownership. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. If non, indicate none.

NAME

ADDRESS

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

Signature of Bidder

Date

(This form must be notarized prior to submittal)

6.6. NON-COLLUSION AFFIDAVIT

Project Name
STATE OF NEW JERSEY)
COUNTY OF _____) SS:

I, _____ (name of affiant), of the City of _____ in the State (Commonwealth) of _____, being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of _____ (name of bidder), the bidder submitting the Bid Proposal for the above named project, in the capacity of _____ (title of affiant), and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or other wise take any action in restraint of free, competitive bidding in connection with the above-named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Mayor and Council of the Borough of Riverdale rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

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

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me this
_____ day of _____, 20__.

Notary Public of

My Commission expires _____, 20__.

6.7. CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENT, that _____ a corporation of the State of _____ having its principal office at _____ (a) surety company(ies) qualified to do business in the State of New Jersey, in consideration of the premises and of One Dollar to it (them) in hand paid by the Owner of other goods and valuable consideration, the receipt whereof is hereby acknowledged, do(es) consent, and agree, that if the Contract for which the preceding Bid or Proposal is made be awarded to the person or persons making the same, it (they) will, upon the award of such Contract, become security first, for the full and faith performance of said work, including guarantee for one (1) year, secondly, for the protection of all persons performing or furnishing labor or materials for performance of said Contract in the form required Chapter 2A:44-143 et seq. R.S. 1937 and the amendments thereof and supplements thereto the Performance Bond and the labor and material obligations each to be in amount equal to 100 percent of the Contract price, and each to be conditioned so as to indemnify the Owner against loss due to failure of the Contractor to meet the stipulations of Respective Bonds, and if the said person or persons shall omit or refuse to execute such Contract and give the proper security within two (2) days after written notice that the same is ready for execution, if so awarded, and if the sum, which the owner may be obligated to pay to the person or persons by whom the Contract shall be finally executed, exceeds the sum to which the person or persons making this Bid or Proposal would be entitled, then the said Surety Company or Companies will pay, without proof of notice or demand, to the Owner the amount of any such excess, the sums in each case to be calculated upon the estimated quantities of work, labor and materials by which the Bids are tested.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its _____ and its corporate seal affixed and duly attested by its Secretary, this ____ day of _____ A.D. 20__.

(Corporate Seal of Company)

Name of Company

Attest:

Secretary

President

NOTICE: The above agreement must be executed under the corporate seal of the Surety Company, attested by its Secretary, and signed by its President or proper office in the manner prescribed by the Laws of New Jersey. (Surety Company's own form is accepted if in substantial compliance with this form).

6.8. PROPOSAL

**Borough of Riverdale
91 Newark-Pompton Turnpike
Riverdale, New Jersey 07457**

BID FOR COLLECTION, REMOVAL AND DISPOSAL OF RECYCLABLE MATERIALS

To the Borough of Riverdale, County of Morris, State of New Jersey:

The undersigned hereby declare(s) that he has carefully examined the advertisement, general instructions and specifications for the above service and that he will contract to furnish and deliver, as directed, the services herein specified and delineated at the prices below:

A. OPTION1: ONCE A WEEK COLLECTION – SINGLE STREAM

Curbside Collection service one day per week on Fridays, January through December. Collection to include corrugated cardboard, newspaper, commingled recyclables, and mixed paper as prepared by the residents. Costs and/or revenues associated with the marketing of these materials will be the responsibility of the Borough of Riverdale.

B. OPTION 2: ONCE A WEEK COLLECTION – DUAL STREAM

Curbside Collection service one day per week on Fridays, January through December. Alternating weeks between the collection of corrugated cardboard, newspaper, and mixed paper as prepared by the residents AND the collection of bottles and can. Costs and/or revenues associated with the marketing of these materials will be the responsibility of the Borough of Riverdale.

C. MONTHLY: COLLECTION WHITE GOODS AND METAL (to be included with each option)

Curbside collection of "White Goods and Metal Recyclables" will be collected on the first Friday of each month. Collection costs shall be all inclusive to include transportation. The Contractor will be responsible for the proper removal of Freon from "White Goods" prior to disposal, as required by the Clean Air Act.

Option 1: FIVE YEARS: _____ Option 2: FIVE YEARS: _____

I (we) certify that the services to be provided meet or exceed the specifications described herein and that I (we) have completely examined and understand the notice to bidders, instructions to bidders and specifications and are aware of all conditions set forth in those specifications. Deviations, if any, from specifications shall be included on the reverse side of this sheet.

Signature Date

Type or print name above Telephone #

STATEMENT OF OWNERSHIP

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement of ownership. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

(if non - indicate none)

NAME

ADDRESS

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

Signature of Bidder

Date

7. CONTRACT DOCUMENTS

7.1. CONTRACT

THIS CONTRACT, made this ____ day of _____, in the year Two Thousand _____, by and between the Borough of Riverdale, a body politic and corporate of the State of New Jersey, and hereinafter called the Owner, party of the first part _____ AND _____ hereinafter _____ called the Contractor, party of the second part.

WITNESSETH, that in consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor agrees to perform all of the work described in the Contract Documents and agrees to comply with all the terms therein, for the price or prices submitted by him in his Proposal. Said prices shall be full compensation for the services to be provided, and for all losses and damages arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulty encountered in the prosecution of the work; and for all risks of any kind connected with the work, and for all expenses incurred by, or in consequence of, the work.
2. The Contractor will commence the services to be provided on the date stipulated and shall provide said services shall be provided in a continuous manner for the contract period.
3. The Contractor will furnish all of the equipment, fuel, labor and all else necessary to provide the services described herein. The Contractor shall provide said services in an expeditious, continuous, and substantial manner, to the satisfaction of the Borough.
4. The Contractor agrees to provide all of the service described in the Contract Documents and agrees to comply with all the terms therein, for the price or prices submitted by him in his Proposal. Said prices shall be full compensation for the services provided, and for all losses and damages arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulty encountered in the prosecution of the work; and for all risks of any kind connected with the work, and for all expenses incurred by, or in consequence of, the work.
5. The term "Contract Documents" means and will consist of, the Form of Advertisement; Instruction to Bidders; Proposal; Bid Bond; Form of Contract; General Conditions; Special Conditions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Drawings and/or Plans; Specifications; General Requirements; and Addenda.
6. The Contract Documents enumerated above are hereby made party of this Contract as though they were physically attached hereto, and by execution of this Contract the Contractor acknowledges that he has examined, and is familiar with the contents of the said Contract Documents.

7. The Owner will make payments to the Contractor in the manner and at such times as set forth in the Contract Documents, in such amounts as required by the Contract Documents.

8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. The Contractor herein represents that neither the Contractor nor any person owning 5% or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2A:93-2, 2A:93-6, or 2A:97-2 subsequent to September 13, 1977. This representation is made pursuant to P.L. 1977, Chapter 214.89008.

10. By execution of this Contract, the Contractor acknowledges that he has examined, and is familiar with, the site of the proposed work.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts, the day and year first above written.

Attest: BOROUGH OF RIVERDALE

_____ By:_____

Attest:

_____ (Name of Contractor)

_____ By:_____

If the Contractor is a corporation, the signature of the proper officers and the corporation seal shall be affixed.

7.2. PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, (Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ dollars.
(\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ___ day of _____, 2020, a copy of which is hereto attached and made a part hereof for the performance of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse

and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ (number) counterparts, each one of which shall be deemed an original, this, the __ day of _____, 20__.

ATTEST:

(Principal) Secretary Principal

By: _____(s)
(SEAL)

(Witness as to Principal) (Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

(Witness as to Surety) By: _____
(Attorney-in-Fact)

(Address) (Address)

NOTE: Date of BOND must not be prior to the date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF) SS: _____
Project Name

I, _____ (name of affiant), am the _____ (identify relationship to bidder, owner, partner, president or other corporate officer) of the _____ (name of bidder) and being duly sworn, I depose and say:

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

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

I also understand and agree that failure to comply with the representations container herein shall be cause for breach of contract and will entitle the Borough of Riverdale 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 _____.

7.4. CERTIFICATE OF INSURANCE

A. Contractor's liability insurance - Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection and hold the Borough harmless from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the contract documents, whether such performance of the work is by Contractor or by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable in accordance with the following:

1. Claims under workers compensation, disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. Claims for damages insured by personal injury liability coverage which are sustained:
 - (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor.
 - (b) by any other person for any other reason.
5. Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
6. Claims for damages, because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
7. Claims for damages because of bodily injury or death of any person arising out of operation of law.

B. All such insurance shall contain a provision that the coverage afforded will not be canceled materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the Borough of Riverdale. All insurance shall remain in effect until the final payment.

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

D. The policies shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against the Borough, its employees and agents. It is the intention of the parties that the policies shall protect all of the parties and be primary coverage for any and all losses covered by the above described insurance.

E. The Contractor shall provide insurance with coverage not less than the following amounts or greater where required by law:

1. Workmen's 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 damage, contractual liability, explosion, collapse and underground hazard coverage and completed operations coverage for the term of the contract: Each person: \$3,000,000/Each Occurrence: \$5,000,000.
3. Comprehensive automobile liability insurance coverage: Bodily injury and property damage: Each person: \$500,000/Each Occurrence: \$1,000,000; Property Damage: \$100,000/Each Occurrence: \$1,000,000.
4. Excess general and automobile liability umbrella coverage at a minimum of \$5,000,000.

F. Endorsements shall state that to the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Borough of Riverdale and its' agents and employees from and against all claims, damages, losses and expenses incurred in the performance of the contract.

G. The Borough of Riverdale, its' officials, agents and employees shall be named as additional insured on General Liability, Automobile Liability and Umbrella policies. Copies of all policies shall be furnished to the Borough upon request.

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF) SS: _____ (Project Name)

I, _____ (name of affiant), of the City of _____ in the State [Commonwealth] of _____ being of full age and duly sworn according to law, on my oath depose and say that:

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

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me this
____ day of _____, 20__.

Notary Public of

My commission expires _____.

Procurement and Service Contract--Mandatory Language (P.L. 1975, C.127 (N.J.A.C. 17:27)

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

**BOROUGH OF RIVERDALE
 PROPOSALS FOR THE COLLECTION, REMOVAL AND DISPOSAL
 OF RECYCLABLE MATERIALS
 MUNICIPAL DATA**

RESIDENTIAL SOURCES:

Single family:	557 (Single-Family Homes)
Multi-family:	84 (Rock Creek Townhomes)
Apartment/Condominiums:	1,005
	Rock Creek Condos (88) / Grande (558)
	Powder Mill (147) / Reserve (212)
Total:	1,666
Containers	Rock Creek Condos owns (3) dumpsters – 6yd Powder Mill Condos owns (7) dumpsters – 6yd Reserve owns (3) dumpsters – 6yd Grande – 40yd dumpster for cardboard – Hauler Supplies 40yd dumpster for bottles/cans – Hauler supplies

COMMERCIAL SOURCES:

Total	20 Approximate
Containers	0

INSTITUTIONAL SOURCES:

Schools	1 (Riverdale School)
[OTHER]	0
Total	1
Containers	Curbside for bottles and cans only

MUNICIPAL SOURCES:

Municipal buildings	1 – Department of Public Works
Containers	Borough owns (1) 6yd dumpster Hauler supplies (1) 6yd dumpster

POPULATION:

3,559 Census 2010
 4,190 Estimated 2018

AREA:

2.1 square miles

TONNAGE REPORT (2019):

408.04 tons single stream recycling
 8.3 tons Metal pickup