

**RESOLUTION AUTHORIZING AWARD OF CONTRACT
FOR THE TOWNSHIP OF MANALAPAN
FOR SOLID WASTE AND RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL SERVICES**

CERTIFICATION

I, Patricia Addario, Chief Finance Officer of the Township of Manalapan, do state the following:

A review of Manalapan Township's Current Fund was conducted for the purpose of proceeding with a proposed:

**RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR THE TOWNSHIP OF
MANALAPAN FOR SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION
AND DISPOSAL SERVICE TO SUBURBAN DISPOSAL, INC.**

Estimated bid prices for services are as follows:

<i>Current Fund (Operating Account-Trash/Recycling Pickup)</i>	<i>X-01-26-305-305-281</i>
Annual Estimated Cost -- Year 1	\$2,330,000.00
Annual Estimated Cost -- Year 2	\$2,400,000.00
Annual Estimated Cost -- Year 3	\$2,495,000.00

2021 (Year 1) Estimated Costs reflects a 25% increase over 2020. This significant increase will most likely create a tax increase. With the current levy bank available of \$814,671.00 the Township will be able to continue to provide this service.

Based upon a contractual 3-year period Current Fund operating requirement and subject to availability of annual Municipal budget appropriations authorized by the Governing Body as

CONTRACT

OWNER:

**Township of Manalapan
120 Route 522
Manalapan, NJ 07726**

CONTRACTOR:

**Suburban Disposal, Inc.
54 Montesano Road
Fairfield, NJ 07004**

TITLE/LOCATION OF WORK:

**Township of Manalapan
Solid Waste and Recyclable
Materials Collection and Disposal**

THIS AGREEMENT made this 28th day of January, in the year 2021, by and between the Township of Manalapan, a municipal corporation in Monmouth County, New Jersey, hereinafter called "the Township" and, Suburban Disposal, Inc., hereinafter called "the Contractor";

WITNESSETH:

That the Township and the Contractor for the consideration hereinafter stated agree as follows:

1. The Contractor shall furnish all materials and perform all work as set forth in the Notice to Bidders and the specifications and drawings (if applicable), and shall do everything required by those items as set forth in the bid specifications.
2. The Contractor, having carefully examined the Notice to Bidders, the General Conditions and Instructions to Bidders, the Specifications, and Drawings (if applicable) referred to in Paragraph 1, as well as the premises and the conditions

affecting the work, has agreed to furnish all material and labor required for: Township of

contract, in a form satisfactory to the commissioner, to the Township of Manalapan 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: Rose LaFergola, Purchasing Agent, Township of Manalapan, 120 Route 522, Manalapan, NJ 07726.

- 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.

4. The Contractor shall keep the work under his personal control, and shall ~~not assign, transfer, convey, sublet, or otherwise dispose of this Contract, or his right, title~~

5. The parties of this Contract agree to incorporate into this Contract the mandatory language of N.J.S.A 10:5-31 and N.J.A.C. 17.27, the regulations promulgated by the Treasurer, as amended and supplemented from time to time, and the Contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said regulations.

6. Statutorily Required Affirmative Action Clause: Exhibit A attached hereto is incorporated herein. A copy of the Mandatory Certificate of Employee Information Report issued by the State Treasurer shall be submitted by the Contractor and shall be attached hereto as Exhibit B.

7. Contract disputes will be first submitted to non-binding mediation or another alternate dispute resolution program as selected by the Township. If mediation fails to resolve the dispute, the parties reserve their rights to institute an action in a court

TOWNSHIP OF MANALAPAN:

SUBURBAN DISPOSAL, INC.

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to 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, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this

The contractor and its subcontractors shall furnish such reports or other documents to the Division of