

AGREEMENT #CY15-087

THIS AGREEMENT entered into this ^{13th} day of *NOVEMBER*, 2015, between SUBURBAN DISPOSAL, INC. (the "Contractor"), having an address at 54 Montesano Road, Fairfield, New Jersey 07004, and the City of Bayonne (the "City"), a municipal corporation, having its principal offices at 630 Avenue C, Bayonne, New Jersey 07002;

WHEREAS, pursuant to Resolution No. 15-06-17-068 adopted by the Municipal Council on June 17, 2015, the City Clerk advertised that sealed bids for Solid Waste Collection for a period between one (1) and five (5) years would be received on October 2, 2015; and

WHEREAS, one (1) bid proposal was received on October 2, 2015, pursuant to said advertisement; and

WHEREAS, the bid of the Contractor is a regular bid and is the lowest responsible bid received pursuant to said advertisement; and

WHEREAS, the Contractor is ready, willing and able to provide said services; and

WHEREAS, the Municipal Council of the City of Bayonne adopted Resolution Number 12-10-21-047 on October 21, 2015 awarding the contract to the Contractor for Option #1A - Collection of Solid Waste - Three (3) Year period with additional two (2), one (1) year options through October 31, 2020 commencing November 1, 2015 and ending October 31, 2018, for a total contract amount of \$4,440,000.00.

NOW, THEREFORE, in consideration of the mutual agreements contained in this agreement and subject to the terms and conditions as stated, it is understood and agreed by the parties, as follows:

A. SCOPE OF SERVICES AND CONTRACTOR'S QUALIFICATIONS

I. Scope of Services

The Contractor shall perform the work required to collect and dispose of Solid Waste Materials - Option #1A - Collection and Disposal Services - Three (3) Year period commencing November 1, 2015 and ending October 31, 2018 and shall remain obligated to continue said services for two (2) consecutive option periods of one (1) year each, which shall be exercised at the sole discretion of the City, upon written notice to the Contractor six (6) months prior to the expiration of the term, consistent with the bid specifications and bid documents submitted by the Contractor, both of which are on file with the City Clerk and the Solid Waste Collection Schedule attached hereto and made a part hereof.* Said bid documents and specifications and the conditions set forth therein are hereby made part and parcel of this agreement.

II. Contractor's Qualifications

1. The Contractor represents and warrants that it/he/she is qualified and/or licensed to perform and provide all services set forth within the body of this agreement and the contract documents as defined below.

2. Prior to commencing work under the contract, the Contractor shall provide the City with certificate(s) of insurance required pursuant to Section E. "Insurance and Indemnification" of the Bid Documents.

*At the Contractor's request and pursuant to the provisions of the bid specs, the City has agreed to the attached revised Collection Schedule.

B. COMPENSATION AND TIME OF PERFORMANCE

1. The Contractor does hereby agree to perform the work required to collect and dispose of **Solid Waste Materials - Option #1A - Collection and Disposal Services - Three (3) Year period** commencing **November 1, 2015** and ending **October 31, 2018** consistent with the bid specifications and bid documents submitted by the Contractor, both of which are on file with the City Clerk; and the **Collection Schedule** attached hereto and made a part hereof for a total contract amount of **\$4,440,000.00**. Additionally, the Contractor shall remain obligated to continue said services for two (2) consecutive option periods of one (1) year each at a contract amount of **\$1,590,000.00** per option year exercised by the City. Said bid documents and specifications and the conditions set forth therein are hereby made part and parcel of this agreement.

2. Any and all expenditures shall be charged against Account - **Solid Waste Collection 01-201-32-465-2-020**.

3. The obligation of the City to make payment to the Contractor shall be limited to the funds appropriated and made available as set forth above.

C. CONTRACTOR'S INDEPENDENT STATUS

1. It is expressly understood and agreed that the status of the Contractor and its employees, agents, and officers shall be that of an independent contractor retained on a contractual basis to provide the aforesaid services for the limited time frame set forth above and it is not intended, nor shall it be construed, that the contractor or any of its employees, officers and/or agents is/are (an) employee(s) or officer(s) of the City of Bayonne for any purpose whatsoever.

D. NON-DISCRIMINATION

In accordance with N.J.A.C. 17:27, during the performance of this contract, contractor agrees as follows:

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

a. 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;

b. 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;

c. 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.

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

e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division of Contract Compliance & EEO may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division of Contract Compliance & EEO is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division of Contract Compliance & EEO, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees to immediately take said action if it determines or is so notified by the Division of Contract Compliance & EEO that the union is not referring minority and female workers consistent with the applicable employment goal.

(B) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

- (1) To notify the Public Agency Compliance Officer, Division of Contract Compliance & EEO, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
- (2) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
- (4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade,

the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;

(6) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, that contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division of Contract Compliance & EEO and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of this paragraph, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Division of Contract Compliance & EEO.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract and on forms made available by the Division of Contract Compliance & EEO and shall be submitted promptly to that office upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) preceding provision shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to

employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of the preceding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

(D) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Division of Contract Compliance & EEO or in the form prescribed by the Division of Contract Compliance & EEO and submit a copy of said form no later than 3 days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Division of Contract Compliance & EEO and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

(E) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

E. ENTIRE AGREEMENT

1. It is expressly agreed that this written agreement embodies the entire agreement of the parties in relation to the subject matter, and that no understandings or agreements, verbal or otherwise, in relation thereto, exists between the parties except as herein expressly set forth.

2. The contract documents shall include this signed agreement, together with the following:

	YES	NO	N/A
a. Notice to Bidders	☒	☐	☐
b. Specifications	☒	☐	☐
c. Contractor's Proposal	☒	☐	☐
d. All Addenda	☒	☐	☐
e. Solid Waste Collection Schedule	☒	☐	☐

F. MODIFICATIONS

No change or modification of this contract shall be valid unless it shall be in writing, approved by the Municipal Council and signed by all parties.

G. SEVERABILITY CLAUSE

If it should appear that any of the terms of this Agreement are in conflict with any rule of law or statutory provision of this State, then such terms shall be deemed inoperative and null and

void insofar as they are in conflict with such rule of law or statutory provision, and shall be deemed modified to conform to such rule of law.

H. EXCULPATORY CLAUSE

It is mutually understood and agreed that none of the parties hereto shall be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, acts of God, legal acts of the public authorities which cannot be reasonably forecast or provided against.

I. VALIDITY GOVERNED BY LAW OF NEW JERSEY

This agreement shall be subject to the provisions of the charter and revised municipal code of the City of Bayonne. Additionally, the validity of this contract shall be governed by the Laws of the State of New Jersey and any legal action arising out of this contract shall be commenced in the courts of the State of New Jersey. Furthermore, all parties to this agreement consent to the jurisdiction of the Superior Court of New Jersey, County of Hudson.

J. NOTICES

All notices given by either party to the other shall be delivered, in writing, as follows:

To the City of Bayonne: **CLERK
CITY OF BAYONNE
630 AVENUE C
BAYONNE, NEW JERSEY 07002**

With copies to: **DIRECTOR OF PUBLICWORKS
CITY OF BAYONNE
630 AVENUE C
BAYONNE, NEW JERSEY 07002**

And: **CORPORATION COUNSEL
CITY OF BAYONNE
630 AVENUE C
BAYONNE, NEW JERSEY 07002**

To the Contractor: **JOHN ROSELLE
PRESIDENT
SUBURBAN DISPOSAL, INC.
54 MONTESANO ROAD
FAIRFIELD, NEW JERSEY 07004**

K. CANCELLATION BY THE CITY OF BAYONNE

It is agreed by the parties hereto that the City of Bayonne shall have the right to terminate this agreement at any time during the term, without cause and without penalty, by giving the contractor at least thirty (30) days written notice.

IN WITNESS WHEREOF, the Contractor has caused this agreement to be executed in its corporate name by its President, attested by its Secretary and its corporate seal to be hereunto affixed, the day and year first above written, and the City has caused this agreement to be executed in its corporate name by the Mayor, attested by the City Clerk, approved by the Law Department (as to form only), and its corporate seal to be hereunto affixed the day and year first above written.

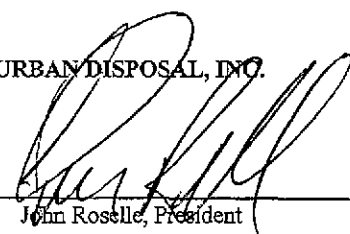
Attest:

BY:


Chris Roselle, Sec

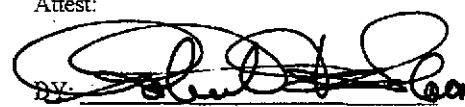
SUBURBAN DISPOSAL, INC.

BY:


John Roselle, President

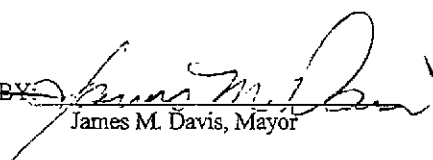
Attest:

BY:


Robert F. Sloan, City Clerk

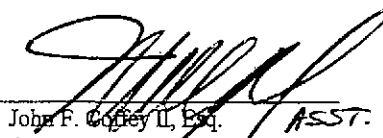
CITY OF BAYONNE

BY:


James M. Davis, Mayor

APPROVED AS TO FORM:

BY:


John F. Coffey II, Esq.
Corporation Counsel

ASST. CORPORATION COUNSEL
CITY OF BAYONNE

CITY OF BAYONNE

Solid Waste Collection Schedule

Collection starts at 5:00 a.m.

Collection Day	Materials to be Collected	Pick Up Zones
Mondays	Household Garbage and Bulky Items (Limit 4 Bulky Items per Day)	Entire City excluding Broadway, Housing Authority Properties and Alexan
Tuesdays	Household Garbage and Bulky Items (Limit 4 Bulky Items per Day)	All of Broadway, Housing Authority Properties and Alexan
Fridays	Household Garbage and Bulky Items (Limit 4 Bulky Items per Day)	Entire City excluding Broadway, Housing Authority Properties and Alexan
Saturdays	Household Garbage and Bulky Items (Limit 4 Bulky Items per Day)	All of Broadway, Housing Authority Properties and Alexan

MUNICIPAL COUNCIL OF THE CITY OF BAYONNE

RESOLUTION NO.: 15-10-21- 047

WHEREAS, pursuant to Resolution No. 15-06-17-068 adopted by the Municipal Council on June 17, 2015, the City Clerk advertised that sealed bids for Solid Waste Collection for a period between one (1) and five (5) years would be received on October 2, 2015; and

WHEREAS, pursuant to said advertisement the following one (1) bid was received:

Suburban Disposal
54 Montesano Rd.
Fairfield, NJ 07004

	Proposed Option#1 (3yr Contract with two(2), one (1) year options <u>Including</u> pickup/processing of Solid Waste @ Grammar/High Schools	Proposed Option #1A (3yr Contract with two(2) one(1) year options <u>Excluding</u> pickup/processing of Solid Waste @ Grammar/High Schools	Proposed Option#2 Five yr contract <u>Including</u> pickup/processing of Solid Waste @Grammar/High Schools & supply of dumpsters	Proposed Option #2A Five yr contract <u>Excluding</u> pickup/processing of Solid Waste @ Grammar/High Schools & supply of dumpsters
3year total	\$4,440,000.00	\$4,440,000.00		
Opt yr 1	\$1,590,000.00	\$1,590,000.00		
Opt yr 2	\$1,590,000.00	\$1,590,000.00		
Total	\$7,620,000.00	\$7,620,000.00	Total Five years \$7,620,000.00	Total Five years \$7,620,000.00

; and

WHEREAS, the Department Director and the Purchasing Agent have examined the bid and have determined that the bid received is a regular bid and the following option is the most advantageous to the City:

Proposed Option #1A

Contract Term: Three Years, starting November 1, 2015 and ending October 31, 2018, with additional two (2), one (1) year options through October 31, 2020 for a total term of five (5) years for a total contract amount for the three year period commencing November 1, 2015 and ending October 31, 2018 of \$ 4,440,000.00; and

WHEREAS, funds are certified as available in Account - Solid Waste Collection 01-201-32-465-2-020 for CY2015 and pending the adoption of future budgets; now, therefore, be it

RESOLVED, that the contract for Solid Waste Collection be awarded to:

Suburban Disposal
54 Montesano Road
Fairfield, New Jersey 07004

for a contract term of Three Years, starting November 1, 2015 and ending October 31, 2018, with additional two (2), one (1) year options through October 31, 2020 for a total term of five (5) years for a total contract amount for the three year period commencing November 1, 2015 and ending October 31, 2018 of \$4,440,000.00; and be it further

RESOLVED, that funds shall be charged to Account - Solid Waste Collection 01-201-32-465-2-020.

JFC:nmi

BID RECEIVED: OCTOBER 2, 2015

FOR: SOLID WASTE COLLECTION

BIDDER: SUBURBAN DISPOSAL
54 MONTESANO ROAD
FAIRFIELD, NJ 07004

ADDENDUM NO. 1

CITY OF BAYONNE SOLID WASTE REMOVAL AND PROCESSING

THE CITY OF BAYONNE IS SEEKING THE FOLLOWING PROPOSAL OPTIONS 1, 1A, 2 AND 2A IN PLACE OF THE PROPOSAL OPTIONS SET FORTH IN THE BID PACKAGE. DO NOT RESPOND TO THE PROPOSAL OPTIONS CONTAINED IN THE BID PACKAGE BUT REPLACE THEM WITH THE PROPOSAL OPTIONS SET FORTH IN THIS ADDENDUM NO. 1, WHICH SUPERSEDE THOSE IN THE BID PACKAGE. ADDITIONALLY, EVERY REFERENCE TO PROPOSAL OPTIONS IN THE BID PACKAGE SHALL BE READ CONSISTENT WITH THE PROPOSAL OPTIONS SET FORTH HEREIN.

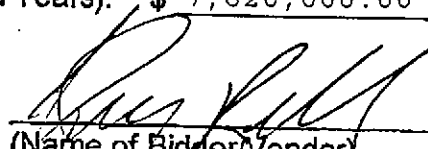
6.8.1 PROPOSED OPTION #1

Collection and Disposal Services – Three Year Contract with two (2) one (1) year options
(including pick-up & processing of Solid Waste at "Grammar & High Schools" and supply of dumpsters)

November 1, 2015 – October 31, 2018 with additional two (2) one (1) year options

1st Year:	<u>\$ 1,480,000.00</u>	<u>One-Million, Four-Hundred and Eighty Thousand Dollars</u> Proposal amount in words
2 nd Year:	<u>\$ 1,480,000.00</u>	<u>One-Million, Four-Hundred and Eighty Thousand Dollars</u> Proposal amount in words
3 rd Year:	<u>\$ 1,480,000.00</u>	<u>One-Million, Four-Hundred and Eighty Thousand Dollars</u> Proposal amount in words
Total	<u>\$ 4,440,000.00</u>	<u>Four-Million, Four-Hundred and Forty Thousand Dollars</u> Proposal amount in words
Option Year 1:	<u>\$ 1,590,000.00</u>	<u>One-Million, Five-Hundred and Ninety Thousand Dollars</u> Proposal amount in words
Option Year 2:	<u>\$ 1,590,000.00</u>	<u>One-Million, Five-Hundred and Ninety Thousand Dollars</u> Proposal amount in words
Total (Option Years):	<u>\$ 7,620,000.00</u>	<u>Seven-Million, Six-Hundred and Twenty Thousand Dollars</u> Proposal amount in words

Signature:


(Name of Bidder/Vendor)

John Roselle - President

Suburban Disposal Inc. - 54 Montesano Rd, Fairfield, NJ 07004

(Address, street, city, state, Zip Code)

PROPOSED OPTION #1A

Collection and Disposal Services – Three Year Contract with two (2) one (1) year options
(excluding pick-up & processing of Solid Waste at "Grammar & High Schools" and supply
of dumpsters)

November 1, 2015 – October 31, 2018 with additional two (2) one (1) year options

1st Year:	\$ <u>1,480,000.00</u>	<u>One-Million, Four-Hundred and Eighty Thousand Dollars</u> Proposal amount in words
2 nd Year:	\$ <u>1,480,000.00</u>	<u>One-Million, Four-Hundred and Eighty Thousand Dollars</u> Proposal amount in words
3 rd Year:	\$ <u>1,480,000.00</u>	<u>One-Million, Four-Hundred and Eighty Thousand Dollars</u> Proposal amount in words
Total	\$ <u>4,440,000.00</u>	<u>Four-Million, Four-Hundred and Forty Thousand Dollars</u> Proposal amount in words
Option Year 1:	\$ <u>1,590,000.00</u>	<u>One-Million, Five-Hundred and Ninety Thousand Dollars</u> Proposal amount in words
Option Year 2:	\$ <u>1,590,000.00</u>	<u>One-Million, Five-Hundred and Ninety Thousand Dollars</u> Proposal amount in words
Total (Option Years):	\$ <u>7,620,000.00</u>	<u>Seven-Million, Six-Hundred and Twenty Thousand Dollars</u> Proposal amount in words

Signature: _____

(Name of Bidder/Vendor)

John Roselle - President

Suburban Disposal Inc. - 54 Montesano Rd, Fairfield, NJ 07004
(Address, street, city, state, Zip Code)

PROPOSED OPTION #2

Collection and Disposal Services – Five (5) Year Contract
(Including pick-up & processing of Solid Waste at "Grammar & High Schools" and supply of dumpsters)

November 1, 2015 – October 31, 2020

1st Year:	\$ <u>1,480,000.00</u>	<u>One-Million, Four-Hundred and Eighty Thousand Dollars</u> Proposal amount in words
2 nd Year:	\$ <u>1,480,000.00</u>	<u>One-Million, Four-Hundred and Eighty Thousand Dollars</u> Proposal amount in words
3 rd Year:	\$ <u>1,480,000.00</u>	<u>One-Million, Four-Hundred and Eighty Thousand Dollars</u> Proposal amount in words
4 th Year:	\$ <u>1,590,000.00</u>	<u>One-Million, Five-Hundred and Ninety Thousand Dollars</u> Proposal amount in words
5 th Year:	\$ <u>1,590,000.00</u>	<u>One-Million, Five-Hundred and Ninety Thousand Dollars</u> Proposal amount in words
Total	\$ <u>7,620,000.00</u>	<u>Seven-Million, Six-Hundred and Twenty Thousand Dollars</u> Proposal amount in words

Signature: _____

(Name of Bidder/Vendor)

John Roselle - President

Suburban Disposal Inc. - 54 Montesano Rd. Fairfield, NJ 07004

(Address, street, city, state, Zip Code)

PROPOSED OPTION #2A

Collection and Disposal Services – Five (5) Year Contract
(**excluding** pick-up & processing of Solid Waste at "Grammar & High Schools" and supply of dumpsters)

November 1, 2015 – October 31, 2020

1st Year:	\$ <u>1,480,000.00</u>	<u>One-Million, Four-Hundred and Eighty Thousand Dollars</u> Proposal amount in words
2 nd Year:	\$ <u>1,480,000.00</u>	<u>One-Million, Four-Hundred and Eighty Thousand Dollars</u> Proposal amount in words
3 rd Year:	\$ <u>1,480,000.00</u>	<u>One-Million, Four-Hundred and Eighty Thousand Dollars</u> Proposal amount in words
4 th Year:	\$ <u>1,590,000.00</u>	<u>One-Million, Five-Hundred and Ninety Thousand Dollars</u> Proposal amount in words
5 th Year:	\$ <u>1,590,000.00</u>	<u>One-Million, Five-Hundred and Ninety Thousand Dollars</u> Proposal amount in words
Total	\$ <u>7,620,000.00</u>	<u>Seven-Million, Six-Hundred and Twenty Thousand Dollars</u> Proposal amount in words

Signature: _____

(Name of Bidder/Vendor)

John Roselle - President

Suburban Disposal Inc. - 54 Montesano Rd, Fairfield, NJ 07004
(Address, street, city, state, Zip Code)

ADDENDUM NO. 2

CITY OF BAYONNE SOLID WASTE REMOVAL AND PROCESSING

SECTION I (B), "INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS", SECTION 4.1 OF "TECHNICAL SPECIFICATIONS FOR SOLID WASTE CARTING AND PROCESSING", AND THE "SUBMISSION REQUIREMENT" CHECKLIST CONTAINED IN THE BID PACKAGE SHALL BE REPLACED WITH AND SUPERSEDED BY THE FOLLOWING. ADDITIONALLY, THE "BID SUPPLEMENT ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM" SHALL BE COMPLETED AND RETURNED WITH THE BID RESPONSE:

I. INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

B. BID SECURITY AND BONDING REQUIREMENTS

The successful Bidder will be required to post an irrevocable performance bond for 100% of the bid amount issued by a Surety Company authorized to transact business in the State of New Jersey and with a Best's A.M. Credit Rating of at least A-. Bidders must submit with the bid response a Consent of Surety evidencing, that upon award of the contract to Bidder, the Surety will issue the appropriate bond to the City in accordance with the prescribed 100% of the bid amount. The Consent of Surety shall be executed by the duly authorized agent of the Surety Company, guaranteeing that if the contract is awarded, the surety will provide a performance bond in compliance with the statutory requirements of N.J.S.A. 2A:44-143 and 2A:44-147.

Additionally, the Bidder will be required to furnish with its proposal, a Bid Bond in the form of a Certified or Cashier's Check issued to the order of the City of Bayonne, for the sum of twenty thousand (\$20,000.00) dollars or ten (10%) percent of the highest bid amount submitted, not to exceed twenty thousand (\$20,000.00) dollars. If a bond is used, it must be executed by a Surety Company authorized to transact business in the State of New Jersey, and must bind the Bidder to execute the contract, if awarded to it.

TECHNICAL SPECIFICATIONS FOR SOLID WASTE CARTING AND PROCESSING

4. AWARD OF CONTRACT

4.1 PERFORMANCE BOND

A. For multiple year contracts, the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the then applicable annual value of the contract. The successful bidder shall provide said performance bond to the Corporation Counsel of the City of Bayonne, Law Division, Room 15, Municipal Building, 630 Avenue C, Bayonne, New Jersey 07002. For the first performance bond after Notice of Award, it should be delivered to the City prior to the City executing the contract for services, and in no event later than seven (7) business days after Notice of Award. Thereafter, the performance bond for each succeeding year shall be delivered to the City of Bayonne with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the then current bond. Should the City in its sole discretion exercise its option to continue the contract for any of the option years, the performance bond for each succeeding option year shall be delivered to the City of Bayonne with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the then current bond, or, if notice is not sent until after one hundred twenty (120) days prior to the expiration of the term, then the Contractor shall furnish the required performance bond within seven (7) days of the date of written notification by the City to the Contractor that the City is extending the Contract for the option year or years.

B. Failure to provide the initial required performance bond at the time and place specified by the City of Bayonne shall be cause for assessment of damages as a result thereof in accordance with Section C below. In the event that the successful bidder fails to provide said performance bond, the City of Bayonne may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.

C. Failure to deliver a performance bond for any of the subsequent years of the 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 governing body 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 City of Bayonne in re-bidding the contract, and any failure to do so will subject the contractor to treble damages.

City Of Bayonne
SOLID WASTE REMOVAL AND PROCESSING

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
☒	Specifications	
☒	Exception Sheet	
☒	Bid Proposal Sheets and Proposed Option	
☒	Consent of Surety	
☒	Appendix B – Americans with Disabilities	
☒	Certificate of Public Convenience	
☒	Affidavit of Bidder's Qualifications	
☒	Questionnaire	
☒	Vehicle Dedication Affidavit	
☒	Affirmative Action Compliance Notice	
☒	Stockholder Disclosure Certification	
☒	Americans with Disabilities Act of 1990 - Acknowledgement	
☒	Non-Collusion Affidavit	
☒	Proof of Business Registration Certificate	
☒	Iranian Disclosure Investment Form	
☒	List of Government Contracts (#6 Questionnaire)	
☒	Copy of annual report filed with DEP (#13 Questionnaire)	
☒	Acknowledgement to receipt of changes to Bid Document form	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

BID SUPPLEMENT :
ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO
BID DOCUMENT FORM

City of Bayonne
Suburban Disposal Inc.
(Name of Local Contracting Unit)

Solid Waste Collection

(Name of Construction/Public Works Project)

(Project of Bid Number)

Pursuant to N.J.A.C. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidder shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received
Addendum #1 & #2		

Acknowledgement by Bidder:

Name of Bidder: Suburban Disposal Inc.

By Authorized Representative:

Signature: [Signature]

Printed Name and Title: John Roselle - President

DATE: October 2, 2015

**CITY OF BAYONNE,
COUNTY OF HUDSON
STATE OF NEW JERSEY**

Office of the Purchasing Agent



Specifications and Statutory Requirements For:

SOLID WASTE REMOVAL AND PROCESSING

**Bid Opening Date:
Friday, October 2, 2015
10:00 a.m.**

**MUNICIPAL BUILDING
630 AVENUE C.
BAYONNE, NEW JERSEY 07002-3898**

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City of Bayonne

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the representative of the Purchasing Department, for the City of Bayonne, County of Hudson, State of New Jersey on **Friday, October 2, 2015** at **10:00 AM** prevailing time in the Council Room, Municipal Building, 630 Avenue C, Bayonne N.J. at which time and place bids will be opened and read in public for:

SOLID WASTE REMOVAL AND PROCESSING

For a period of one (1) year with two (2) one (1) year options exercisable at the municipality's discretion (Option 1) or three (3) years (Option 2) to commence November 1, 2015 and ending on October 31, 2016 (Option 1) or October 31, 2018, (Option 2) in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H6 et seq.

Specifications may be obtained from the Office of the Purchasing Agent, Municipal Building, 630 Avenue C, Bayonne, N.J. 07030 during regular business hours Monday through Friday, 9:00am to 4:30pm. Telephone (201) 858-6090 or Email: purchasing@baynj.org.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1 et seq. and all other applicable laws.

I. INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

A. SUBMISSION OF BIDS

1. Sealed bids shall be received by the contracting unit, hereinafter referred to as "City," in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of these specifications.
2. Sealed bid(s) will be received by the designated representative at the time and location as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud. The City reserves the right to postpone the date for opening of the Bids.
3. The bid(s) shall be submitted in a sealed envelope: (1) addressed to the City, (2) bearing the name and address of the Bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or BID number of the contract being bid. There shall be one (1) original and one (1) duplicate copy of the bid submitted.
4. It is the Bidder's responsibility that bids are presented to the City at the time and at the place designated. Bids must be hand delivered. Bids forwarded to the City before the time of opening of bids will not be accepted. Bids received after the designated time and date will be returned unopened. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days, subject to extension as provided by law.
5. All prices and amounts must be written in blue or black ink, or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by specifications, or irregularities of any kind, may be rejected by the City. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
6. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.

- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
7. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.

B. BID SECURITY AND BONDING REQUIREMENTS

C. INTERPRETATION AND ADDENDA

1. The Bidder understands and agrees that its proposal is submitted on the basis of the specifications prepared by the City. The Bidder accepts the obligation to become familiar with these specifications.
2. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Bidders should be promptly reported in writing to the appropriate official. Any prospective Bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Bidder fails to notify the City of such ambiguities, errors or omissions, the Bidder shall be bound by the requirements of the specifications and the Bidder's submitted bid.
3. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any Bidder. Such request shall be in writing, addressed to the City's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Bidders. All addenda so issued shall become part of the specification and bid documents, and

shall be acknowledged by the Bidder in the bid. The City's interpretations or corrections thereof shall be final.

When issuing addenda, the City shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.

4. Discrepancies in Bids

- If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the City of the extended totals shall govern.

D. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

1. Brand names and/or descriptions used in these specifications are to acquaint Bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
2. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the Bidder on a separate sheet using the Bidders letterhead and marked "Exceptions to Specifications" with the corresponding line item and submitted with the bid proposal form. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the Bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
3. It is the responsibility of the Bidder to document and/or demonstrate the equivalency of the goods and services offered. The City reserves the right to evaluate the equivalency of the goods and services.
4. In submitting its bid, the Bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.
5. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
6. The Bidder shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the Bidder. The Bidder will be responsible for return freight or restocking charges.

E. INSURANCE AND INDEMNIFICATION

The Bidder shall be required to certify in the proposal that the following insurance coverage will be made available at the time of contract award, prior to any contract execution:

1. INSURANCE REQUIREMENTS

Bidders shall supply a certificate of insurance evidencing the following coverages with the City of Bayonne, its' officers, and employees named as additional insured for General, Excess, and Pollution liability coverage:

- 1) Evidence of Workers' Compensation coverage with NJ State Statutory Limits and Employers' Liability coverage of at least \$500,000/\$500,000/\$500,000
- 2) General Liability coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for Bodily Injury and Property Damage
- 3) Commercial Auto Liability coverage with limits of no less than \$1,000,000 combined single limit
- 4) Excess Liability / Umbrella Liability coverage of no less than \$5,000,000 (this coverage should be excess over both general liability and auto liability policies and afford for drop-down coverage in the event that a covered cause of loss is excluded by any underlying policies)
- 5) Environmental pollution liability coverage with limits of no less than \$1,000,000 per event and \$1,000,000 in aggregate including coverage for bodily injury, property damage, and clean-up costs at covered locations as well as 'in-transit'

2. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted prior to execution of the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

3. INDEMNIFICATION

The Bidder shall indemnify, defend, and save harmless the City, at the Bidder's own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the City, by reason of any act or omission of the said Vendor, his agents or employees, in the delivery of goods, execution of the work, or in the guarding of it.

The Bidder shall, and is hereby authorized to, obtain and pay for such insurance, naming as one of the assured, the City of Bayonne, as will protect the City from its contingent liability under this contract, a copy of which shall be deposited with the City.

F. PRICING INFORMATION FOR PREPARATION OF BIDS

1. The City is exempt from any local, state or federal sales, use or excise tax. See attachment B.
2. Estimated Quantities (Applicable to Open-End Contracts Only): The City has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
3. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals shall incorporate this cost.
4. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

G. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A of this proposal specification.

- Goods and Services (including professional services) Contracts

Each Vendor 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:

- i. A photocopy of a valid letter that the Bidder is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Vendor in accordance with N.J.A.C. 17:27-4.

- Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the Vendor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

2. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The Vendor is obligated to comply with the Act and to hold the City harmless.

3. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, contractor shall submit a statement setting 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. The included Statement of Ownership shall be completed and attached to the bid. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

4. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Bidder (Contractor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the Vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

Failure to submit proof of registration with the proposal submittal requires mandatory rejection of a proposal as a non-waivable defect.

5. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

6. PREVAILING WAGE ACT

If applicable, pursuant to N.J.S.A. 34:11-56.25 et seq., contractor on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The vendor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.

In the event it is found that any workman, employed by the Contractor or any Subcontractors covered by the contract, has been paid a rate of wages less than the prevailing wage required to be paid by the Contractor, the City may terminate the

Contractor's or Subcontractor's right to proceed with the work, or such part of the work, as to which there has been failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the City for any excess costs occasioned thereby.

The Contractor and Subcontractor are required to do the following:

- Pay to all workmen engaging in the performance of services directly upon a public work, the prevailing rate of wages specified in this contract.
- Keep an accurate record showing name, craft, trade and actual hourly rate of wages paid to each workman employed by him in connection with any public work. Records shall be preserved for two years from date of payment.
- Post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and at such place or places as are used by them to pay workmen their wages; and
- File written statements with the City Treasurer or Director of Finance certifying to the amounts then due and owing to any and all workmen for wages due on the account to the public work. The statements shall set forth the names of the persons whose wages are unpaid and amount due to each. The statements should be verified by the oaths of the vendor or subcontractor, as the case may be.

7. DAVIS BACON ACT

If this project is being funded with Federal Funds received from the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG), the vendor shall be subject to the provisions of the Federal Labor Standards (Davis Bacon), which shall be conditions of the contract. Additional information may be obtained at <http://www.wdol.gov/>.

8. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

9. PAY TO PLAY

Starting in January, 2007, business entities are advised of 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.

Business entities 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.

10. IRANIAN INVESTMENT ACTIVITY FORM

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

H. METHOD OF CONTRACT AWARD

1. The length of the contract shall be stated in the technical specifications. The City and the successful Bidder, in accordance with N.J.S.A.40A:11-24 (b), shall execute said contract within twenty-one (21) days, Sundays and holidays excluded after Notice of Award. The parties however may agree to extend the twenty-one (21) day period in the event the contract cannot be signed in a timely manner. Failure or neglect of the successful bidder to execute said contract or to contact the City to request an extension to execute said contract shall constitute a breach and the City can award the contract to the next lowest bidder. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the City's ability and appropriation of sufficient funds annually.
2. The City reserves the right to waive immaterial formalities. The City reserves the right to procure these items under State Contracts or inter-local agreement if so desired.
3. The acceptance of a Bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages.
4. If the award is to be made on the basis of a base bid only, it shall be made to that most responsible and responsive bidder submitting the lowest base bid.
5. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that most responsible and responsive bidder submitting the lowest net bid.
6. The owner may also elect to award the contract on the basis of unit prices.
7. The form of contract shall be submitted by the City to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

I. AVAILABILITY OF FUNDS

The City's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for payment of any money shall arise unless, and until funds are made available each year to the particular department.

J. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

1. All bids pursuant to N.J.S.A. 40A:11-13.2;
2. If more than one (1) bid is received from an individual, firm or partnership, corporation or association under the same name;
3. Multiple bids from an agent representing competing bidders;
4. The bid is inappropriately unbalanced;
5. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
6. If the successful bidder fails to enter into a contract within twenty one (21) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the City may accept the proposal of the next lowest responsible Vendor. (N.J.S.A. 40A:11-24b)

K. TERMINATION OF CONTRACT

1. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the City shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the contractor of any sum or sums set forth in the contract. City will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the contractor and the City may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the City from the contractor is determined.
3. The contractor agrees to indemnify and hold the City harmless from any liability to Subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.

4. In case of default by the contractor, the City may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the contract without being subject to damages.
6. **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**
It is understood by all parties 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. Any change must be approved by the City.
7. 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 City.
8. The City may terminate the contract for convenience by providing 30 calendar days advance written notice to the contractor.
9. If the successful contractor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the vendor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

L. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be withdrawn based on written request received from the bidder prior to the time fixed for bid opening. No right to withdrawal exists after the bid has been opened. Written request shall be signed by the authorized representative of the bidder.

TECHNICAL SPECIFICATIONS FOR SOLID WASTE CARTING AND PROCESSING:

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The City of Bayonne is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and disposal services, excluding recyclable waste, for a period of either one (1) year with two (2) one (1) year options exercisable at the City's discretion or three (3) years, commencing on November 1, 2015 and ending either on October 31, 2016 (Option 1) or October 31, 2018 (Option 2), in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

"Contracting unit" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school

district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

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

"Designated collected recyclable material" means materials required to be separated from solid waste under the recycling ordinance(s) adopted by the City of Bayonne, as amended from time to time including, but not limited to, Mixed Paper; Plastics (soft and hard); and Glass and Aluminum Containers, Leaves and Scrap Metal.

"Designated collected solid waste" means solid waste types Type 10, Type 13, Type 23 and Type 25 (dead animals only). Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal facility" means those sites designated in the Hudson County District Solid Waste Management Plan for use by the City of Bayonne, which are:

Type 10-Waste Disposal Directed to:
Solid Waste Transfer and Recycling, Inc.
442 Frelinghuysen Avenue
Newark, N.J. 07114

Type 13-Waste Disposal Directed to
N.J. Meadowlands Commission
100 Baler Boulevard
North Arlington, NJ 07031

"Governing body" means the governing body of the City of Bayonne, 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.

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

Labor Day	New Year's Day
Columbus Day	Martin Luther King Jr. Day
Election Day	Lincoln' Birthday
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day
Independence Day	

"Legal newspaper" means the Jersey Journal and the Star Ledger

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

"Service Area" means the geographic area described below. The service area(s) is(are) as follows: All areas within the City of Bayonne.

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

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

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

B. Bid Proposals shall be hand delivered 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 City of Bayonne 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 bid proposal contains option bids. The governing body may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options, is the lowest responsible responsive bidder; provided, however, the governing body shall not award the contract separately based on the bid price for separate options.

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

3.2. BID GUARANTEES

A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the City of Bayonne in the amount of 10% of the highest aggregate three 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 City of Bayonne.

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 City of Bayonne; unless such is a valid "exception" and is written within the "Exceptions" form, in which case it may be reviewed and assessed by the City of Bayonne to determine if it is a valid exception or an unresponsive bid.

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 notice within the Bid Proposal and the approval of the governing body.

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. This compliance requirement is applicable to any and all applicable laws and regulations, whether or not so stated herein.

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

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

B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and

C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.

3.7. NO ASSIGNMENT OF BID

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

4. AWARD OF CONTRACT

4.1. PERFORMANCE BOND

A. For a one (1) year contract, the successful bidder shall provide a one (1) year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond to the Corporation Counsel of the City of Bayonne, Law Division, Room 15, Municipal Building, 630 Avenue C, Bayonne, New Jersey 07002, prior to the City executing the contract for services, and in no event later than seven (7) business days after Notice of Award.

B. Failure to provide the required one (1) year performance bond at the time and place specified by the City of Bayonne shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails

to provide said performance bond, the City of Bayonne may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.

C. For a three (3) year contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the then applicable annual value of the contract. The successful bidder shall provide said performance bond to the Corporation Counsel of the City of Bayonne, Law Division, Room 15, Municipal Building, 630 Avenue C, Bayonne, New Jersey 07002. For the first performance bond after Notice of Award, it should be deliverable to the City prior to the City executing the contract for services, and in no event later than seven (7) business days after Notice of Award. Thereafter, the performance bond for each succeeding year shall be delivered to the City of Bayonne with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the then current bond.

D. 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 governing body 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 City of Bayonne in re-bidding the contract, and any failure to do so will subject the contractor to treble damages.

4.2. 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 governing body'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 City of Bayonne may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth (14th) calendar day shall be cause for the City of Bayonne to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.3. 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.

4.4. 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 governing body may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1.

The Contractor shall provide service for each Option awarded by the governing body. The governing body shall select one collection Option for the contract period of one (1) or (3) years in accordance with any of the option proposals submitted.

5.2.

The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the City of Bayonne as described below:

5.3. COLLECTION OPTIONS

Solid Waste Collection Service

The contractor, for the price bid, shall furnish, at his/her own expense, and without liability to the City, all labor, equipment, vehicles, tools, implements, materials, transportation, necessary and proper to provide an adequate, uninterrupted collection in accordance with the schedule from front door and including carry-out service from trash rooms at multi-family complexes within the limits of the City of Bayonne and for the removal to disposal site, in accordance with the law, of all refuse as follows:

Type 10, Type 13, Type 23 and Type 25 (dead animals only) waste shall be collected throughout the entire City twice a week. Waste shall be collected from all areas of the City including from all City Parks and Playgrounds, Grammar & High Schools, Public Buildings, Housing Authority Buildings, Private Communities and Streets and Municipal Litter Receptacles, including but not limited to those set forth below, with the exception of Broadway, on Tuesday morning and Saturday morning, between the hours of 5:00 A.M. and 6:00 P.M. Waste from Broadway shall be collected twice a week on Monday morning and Friday morning. The Contractor may request the collection day to be changed with approval by the City of Bayonne. Schools shall be collected twice each week with the local neighborhood.

Public Facilities:

(1) All City Parks and Playgrounds

(2) Grammar & High Schools as follows with (pick-up location) (Contractor to provide one (1) six (6) yard dumpster):

- #1 Henry Harris – 4th & Avenue C (Front of Bldg)
- #2 Vroom Learning Center – West 26th St. (Front of Building)
- #3 Robinson – West 31st St. (Front of Building)
- #4 Mary J. Donohue – East 5th St. (East 5th St. Side)
- #5 Lincoln – 30th St. & Prospect Ave (30th St. by Schoolyard)
- #6 Horace Mann – West 38th St. (39th St. Side)
- #8 Midtown – 23rd St. & Ave A (23rd St. Side)
- #9 Washington – 47th St. & Ave B (48th St. Side)
- #10 Woodrow Wilson – 56th St. & Ave B – 57th St. Side
- #12 Bailey – West 12th St. (11th St. Side)
- #14 PS #14 – 24th St. & Ave E (24th St. & Ave E)
- Bayonne High School – 28th St. & Ave A (Behind Building)
- Vocational – 30th St. & Ave. A (Side St.)
- Marist – 56th & 57th St. & Kennedy Boulevard (as determined)

(3) Public Buildings as follows:

- City Hall – 630 Avenue C
- Police Headquarters – 630 Avenue C
- Municipal Garage – 330 New Hook Road
- Municipal Pool – 16th Street
- Bayonne Uptown Senior Citizen Center – 329 Avenue B
- Post Gardens Senior Citizen Center – 537 Avenue A
- 4th Street Senior Citizen Center – 16 West 14th St.
- Community Day Nursery – 591-593 Broadway
- Public Library – 697 Avenue C

Firehouses:

- 630 Ave C
- West 4th Street & Zabriskie Ave
- Avenue C & West 27th Street
- Avenue A & West 16th Street
- 200 Chosin Few way (Route 440 & Penninsula at Bayonne Harbor)
- Fire House Museum 12 West 47th Street
- Avenue B & West 57th Street

(4) Housing Authority Buildings as follows with (pick-up location)::

Pamrapo Gardens – 50th Street (50th St. Parking Lot) Contractor to provide 3 six yard dumpsters.

Bergen Point Gardens – 1st & 2nd St. & Ave C (Parking Lot) Contractor to provide 2 six yard dumpsters.

Centerville Garden – 25th & 26th St. between Broadway & Ave E (Parking Lot) Contractor to provide 2 six yard dumpsters.

Latourette Gardens – 1st & 2nd St. between Lord & Lexington Ave (Lord Ave & 2nd St; Lot - Lexington) Contractor to provide 2 six yard dumpsters at each pick-up location.

Kill Van Kull Gardens & Annex – 2nd & 3rd St. & Kennedy Boulevard (Ave & 1st St – Contractor to provide 1 six yard dumpsters; Behind 159 W 2nd St. – Contractor to provide 2 six yard dumpsters; 3rd St. Lot – Contractor to provide 1 six yard dumpster)

Back Bay Gardens – 535 Ave A (Back of Bldg.) - Contractor to provide 1 six yard dumpster.

Post Road Gardens – 537 Ave A (Back of Driveway) - Contractor to provide 1 six yard dumpster.

Bridgeview Manor – Humphrey Ave; Behind 2nd St.; 2nd & Newman Ave; 1st St. between Seaview & Island View (All Curbside) - Contractor to provide six yard dumpster(s) if instructed by the City.

Eastside Gardens – 45 & 49 East 18th St. (Rear Parking Lot) - Contractor to provide 2 six yard dumpsters.

Constable Hook Village 24 & 50 East 21st St. (Rear Parking Lot) - Contractor to provide 1 six yard dumpster.

Random Locations

19 East 19th Street (Front of Building) - Contractor to provide barrels as requested.

29-31 East 17th St. (Front of Building) - Contractor to provide barrels as requested.

407, 409, 411 Avenue C Andrew St. Side - Contractor to provide barrels as requested.

521 Kennedy Boulevard (Front of Building) - Contractor to provide barrels as requested.

570 Ave C (Front of Building) - Contractor to provide barrels as requested.

(5) Private Communities and Streets as follows:

Alexan City View – 2x weekly following Broadway pick-up schedule

Boatworks – with local neighborhood

Rosegate Village - with local neighborhood

Howard Place - with local neighborhood

Rose Court - with local neighborhood

Columbus Circle - with local neighborhood

RRYC - with local neighborhood

Other private communities & streets as may be developed during the contract term

(6) Municipal Litter Receptacles along City streets and public facilities.

Approximately 200 receptacles throughout the City. Collection of solid waste, from litter receptacles shall be performed one (1) time per week throughout the year on Saturday in addition to regularly scheduled pick up in each collection zone. The Contractor shall be required to replace all internal containers where appropriate.

5.4. CONTAINERS AND CONDITIONS OF COLLECTION

A. The Contractor shall provide and maintain 6 yard dumpsters for residential, commercial and institutional solid waste at all schools identified in paragraph 5.3(2) and all public housing buildings identified in paragraph 5.3(4), and elsewhere within this bid document as follows:

1. Compactor boxes, dumpsters and roll-off containers shall conform to New Jersey Department of Environmental Protection and ANSI (American Standards Institute) Z245.30 parameters, or the most current update; maintained as required under N.J.A.C. 7:26 *et seq.*

2. The Contractor shall be required to provide containers that are a uniform color. All containers provided by the Contractor shall be freshly painted prior to being placed into service and maintained in a good condition throughout the contract term.

B. Proper receptacles or containers shall include plastic bags and metal or plastic receptacles not exceeding 32 U.S. gallons and/or weighing 50 pounds or less when filled and placed at the curb line, or if there is no curb, at the front property line. Also, proper receptacles include litter receptacles to be collected as indicated herein.

1. The Contractor shall be obligated to remove all solid waste Type 10 waste without limit as to the number of receptacles placed at the curb.

2. The Contractor shall be obligated to remove all solid waste Type 13 waste placed at the curb per collection day without limit as to the amount.

3. The Contractor shall collect Type 13 bulky waste placed at the curb as stated above with the exception of designated recyclable materials and scrap metal as described herein, as per the City's Recycling Ordinance and any amendments thereto.

4. Due to the disposal requirements of the Hudson County Improvement Authority, the Contractor shall make a separate collection for Type 13 Solid Waste.

5. The contractor is not required to pick up Type 13 construction and demolition debris generated by a professional home repair company.

6. The Contractor shall be obligated to remove all solid waste Type 23 waste placed at the curb per collection day without limit as to the amount except that Contractor shall not remove leaves from October 1 through and including the first week in December.

7. The Contractor shall be obligated to remove Type 25 waste consisting of dead animals, on scheduled collection days only, as requested by the City.

C. For all curbside residential solid waste collection, containers will be left on the curb:

1. The Contractor shall replace all receptacles or containers on the curb line in an upright condition.

2. The Contractor shall clean up any spillage or overflow which occurs from any container or receptacle serviced by the Contractor as well as any spillage or overflow which occurs from the truck.

3. The Contractor will be provided with safe and reasonable access to waste containers. The Contractor is not required to render service if the presence of any interference prevents access to waste container and/or poses a threat to the Contractor or the Contractor's employees or agents.

4. If the Contractor is unable to pick up waste in accordance with the collection schedule due to a violation of the above conditions, the City of Bayonne 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 pick-up is rectified.

5.5. COLLECTION SCHEDULE

All collection services, as described in these specifications, shall be performed on all designated days between 5:00 A.M. and 6:00 p.m. including holidays. However, there shall be no collection on December 25th, but collection must be provided the next business day.

5.6. SOLID WASTE DISPOSAL

A. All solid waste collected within the City of Bayonne shall be disposed of in accordance with the Hudson County District Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of as follows:

Type 10-Waste Disposal Directed to:
Solid Waste Transfer and Recycling, Inc.
442 Frelinghuysen Avenue
Newark, N.J. 07114

Type 13-Waste Disposal Directed to
N.J. Meadowlands Commission
100 Baler Boulevard
North Arlington, NJ 07031

B. The City of Bayonne reserves the right to designate another disposal facility and/or, where applicable, additional disposal facilities in accordance with the Hudson County District Solid Waste Management Plan or in the event that the designated Disposal Facility is unable to accept waste. The Contractor will be responsible for any additional costs that are associated with such alternate or additional designation(s).

5.7. VEHICLES AND EQUIPMENT

- A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 *et seq.*
- B. All vehicles shall be in compliance with the Diesel Retrofit Program, in accordance with N.J.A.C. 7:27-32 *et seq.* and shall remain in compliance throughout the term of the contract.
- C. All collection trucks shall be compaction types, completely enclosed and water tight. Subject to the prior approval of the Director of Public Works or his designee, who shall serve as the City's contract administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.
- D. 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 Director of Public 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 the Contract. All vehicles shall be equipped with a broom and shovel.
- E. All vehicles shall be equipped with two-way radios and be able to communicate with the Contractor's garage.
- F. The Director of Public Works or his designee 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 Director of Public Works or his designee.

5.8. NAME ON VEHICLES

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

5.9. TELEPHONE FACILITIES AND EQUIPMENT

A. The Contractor must provide and maintain an office within reasonable proximity of the City of Bayonne 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 during all collections times, from one (1) hour before the commencement of collection until one (1) hour after the termination of collection, on all collection days. The City of Bayonne may list the Contractor's telephone number in the telephone directory or on its website along with other listings for the City of Bayonne.

5.10. FAILURE TO COLLECT

The Contractor shall report to the Director of Public Works or his designee, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where collection is scheduled on a one collection per week basis, that collection will be made within forty-eight (48) hours of the original collection time, but in no event later than the next scheduled collection day.

5.11. COMPLAINTS

A. The Contractor shall have a designated individual available by phone and email to accept and address complaints during all pick-up times. Email and voice-mail messages expressing customer complaints shall be returned by the contractor within one (1) hour. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Director of Public Works or his designee within twenty-four (24) hours of the receipt of same. The Contractor shall 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 City of Bayonne.

B. The Contractor shall submit a copy of all complaints received and the action taken to the City of Bayonne to the Director of Public Works or his designee on a daily basis via facsimile or email.

C. Should the Contractor's employees or agents destroy or damage metal or plastic receptacles belonging to the Residents of Bayonne, or solid waste containers belonging to the School Board or the Housing Authority as a result of rough handling, the Contractor agrees to replace the receptacles with those of equal value.

5.12. SOLICITATION OF GRATUITIES

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

5.13. INVOICE AND PAYMENT PROCEDURE

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 City of Bayonne for the preceding calendar month (the "Billing Month").

B. The City of Bayonne shall pay all invoices within 30 days of receipt. The City of Bayonne will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The City of Bayonne 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 specific type of the waste
3. The truck license plate number and truck number
4. The total quantity and weight of the waste

5. Copies of all weight tickets and receipts
6. The date of each load of material disposed

D. The City of Bayonne will pay the costs of disposal of all solid waste collected in accordance with these specifications. The Disposal Facility shall bill the City of Bayonne directly for all costs.

E. The parties acknowledge that in the event of a default in performance by the Contractor, it is foreseeable that the City of Bayonne will suffer damages for which it is entitled to be compensated. The Contractor shall be liable for, and the City may deduct from any amount then due to the Contractor an amount equal to the actual or liquidated damages listed below.

1. If the Contractor does not clean up spillage as required in these specifications, the work may be performed by City 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 City employees perform the clean-up, 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 City employees to such clean-up duties shall be \$500.00.

2. In the event that the Contractor should include solid waste from sources other than the City of Bayonne outside the scope of these specifications, including but not limited to the commingling of recyclable material with solid waste, in any load, the Contractor shall be assessed Damages equal to the cost of the tonnage of material not originating in the City of Bayonne or 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 cost for each infraction of this provision shall be \$5,000.00.

3. For each verified failure on the part of the contractor to collect solid waste in accordance with these specifications, the contractor agrees to pay liquidated damages in the amount of \$500.00. Each day and each residence shall be considered a separate

event for the purpose of this provision. If the Contractor fails to make such collections after twenty-four (24) hours' notice of each complaint by telephone, by fax, by email, by letter or in person, the Contractor shall pay an additional \$200.00 in liquidated damages for each twenty-four (24) hours during which said failure should occur. Each day and each residence shall be considered a separate event for the purpose of this provision.

5.14. COMPETENCE OF EMPLOYEES

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

5.15. SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Director of Public Works or his designee, in writing, that a Superintendent or Foreman has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Director of Public Works or his designee, in writing, of any changes. The Superintendent or Foreman shall be within the boundaries of the City at all times during scheduled pick-up times. He shall call or email the Director of Public Works or his designee upon his arrival and departure from the City and shall be accessible by phone or email throughout the day.

5.16. INSURANCE REQUIREMENTS

In addition to any general insurance requirements required under the general specifications, *supra*, the Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. The insurance policy shall name the City of Bayonne as an Additional Named insured indemnifying the City of Bayonne with respect to any and all of Contractor's actions pursuant to the Contract.

5.17. CERTIFICATES

Upon notification by the City of Bayonne, the lowest responsible responsive bidder shall supply to Corporation Counsel, within five (5) days of notification, any and all certificates 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 City of Bayonne from and against all claims, damages, losses, injuries (including without limitation death), and expenses including all reasonable expenses incurred by the City of Bayonne on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

6. TECHNICAL BIDDING DOCUMENTS

The following documents shall be properly executed and submitted with the bid proposal.

CITY OF BAYONNE

SOLID WASTE REMOVAL AND PROCESSING

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

Name:

Suburban Disposal Inc.

Complete Address:

54 Montesano Rd.

Fairfield, NJ 07004

Telephone Number: 973-227-7020 Fax: 973-675-1404

E-mail: jroselle@suburbandisposalinc.com

Certificate Number 6759

Date: October 2, 2015

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

**CITY OF BAYONNE
SOLID WASTE REMOVAL AND PROCESSING**

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

AFFIDAVIT

STATE OF NEW JERSEY }

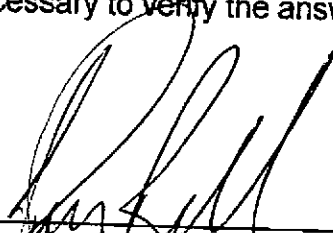
COUNTY OF Hudson } SS:

I, John Roselle, am the President
(Name of Affiant) (Relation to Bidder: Owner, President, etc.)
of the Suburban Disposal Inc., and being duly sworn,
(Name of Company/Bidder/Vendor)

I depose and say:

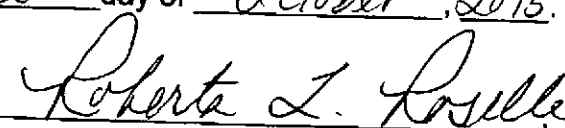
1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the governing body to award to Suburban Disposal Inc.
(Name of Bidder/Vendor)
the contract for solid waste collection services in the event said bidder is the lowest responsible responsive bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the City of Bayonne will rely upon the information provided in the Questionnaire in determining the lowest, responsible responsive bidder to be awarded the contract.
4. I also understand and agree that the governing body 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 City of Bayonne, 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 City of Bayonne with any information necessary to verify the answers given.


(Signature) John Roselle - President

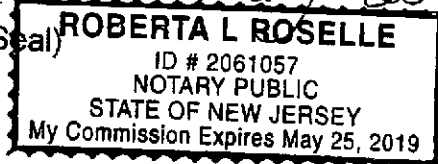
October 2, 2015
(Date)

Subscribed and sworn to before me this
2nd day of October, 2015.


Notary Public of New Jersey

My Commission expires May 25, 2019

(Corporate Seal)



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.

**CITY OF BAYONNE
SOLID WASTE REMOVAL AND PROCESSING**

Suburban Disposal Inc.
(Name of Bidder/Vendor)

6.3

QUESTIONNAIRE

** Please see attached **

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the City of Bayonne. **Failure to complete and submit 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 its 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 governing body 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 governing body 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.

Note: Using company letterhead, please provide this information on a separate page together with the bid proposal.

- (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. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, 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 bidders 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.

14. Additional remarks:

**CITY OF BAYONNE
SOLID WASTE REMOVAL AND PROCESSING**

6.4

BID PROPOSAL

The bidder shall furnish all labor, equipment, and materials as specified, perform the whole of the work and submit to all conditions of the specifications, as they apply to the contract resulting from this bid.

Suburban Disposal Inc. I or We
(Name of Bidder/Vendor)

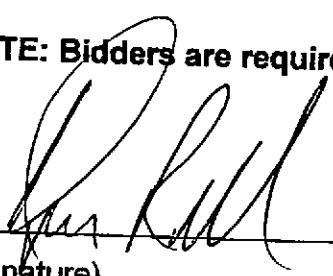
Of

54 Montesano Rd., Fairfield, NJ 07004

(Address, street, city, state, Zip Code)

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

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


(Signature)

October 2, 2015

(Date)

John Roselle - President

(Title/Position)

**CITY OF BAYONNE
SOLID WASTE REMOVAL AND PROCESSING**

6.4.1 PROPOSED OPTION #1

Collection and Disposal Services – One-Year Contract

November 1, 2015 – October 31, 2016 with two (2) one (1) year options

1st Year: \$ _____

 Proposal amount in words

Option Year 1: \$ _____

 Proposal amount in words

Option Year 2: \$ _____

 Proposal amount in words

Total: \$ _____

 Proposal amount in words

6.4.2 PROPOSED OPTION #2

Collection and Disposal Services – Three-Year Contract

November 1, 2015 – October 31, 2018

1st Year: \$ _____

 Proposal amount in words

2nd Year: \$ _____

 Proposal amount in words

3rd Year: \$ _____

 Proposal amount in words

Total: \$ _____

 Proposal amount in words

(Name of Bidder/Vendor)

(Address, street, city, state, Zip Code)

**CITY OF BAYONNE
SOLID WASTE REMOVAL AND PROCESSING**

6.5. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF Hudson }

SS:

City of Bayonne Solid Waste Collection

(Name of Project)

I, John Roselle, am the President

(Name of Affiant) (Identify relationship to Bidder: Owner, Pres.)

of the Suburban Disposal Inc., and being duly sworn, I depose and say:
(Name of Bidder/Vendor)

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the City of Bayonne 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 City of Bayonne, 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 City of Bayonne is not feasible, that the City of Bayonne will not be responsible for disposal costs for waste generated outside the City of Bayonne.

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 City of Bayonne to damages arising therefrom.

Suburban Disposal Inc.
(Name of Firm/Vendor or Individual)

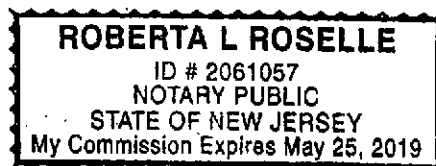
(Signature)

John Roselle - President
(Title/Position)

October 2, 2015
(Date)

Subscribed and sworn to before me this 2nd day of October 2015

Roberta L. Roselle
Notary Public of New Jersey
My Commission expires May 20 19
2015



**CITY OF BAYONNE
SOLID WASTE REMOVAL AND PROCESSING**

ATTACHMENT #1

City of Bayonne- MUNICIPAL DATA (2010 Census)

RESIDENTIAL SOURCES:

Single family	[4,717 units]
Multi-family	[6,560 units]
Total	[11,277 Housing Units]

COMMERCIAL SOURCES:

Total	[1,149 units]
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INSTITUTIONAL SOURCES:

Listed in Section 5	
Schools	14

MUNICIPAL SOURCES:

Listed in Section 5	
Municipal buildings	16
Litter baskets	200

<u>POPULATION:</u>	65,028 (estimated July 1, 2014 http://www.census.gov)
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<u>AREA:</u>	5.804 Sq. Miles
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<u>TOTAL ROAD MILES:</u>	76.55 miles
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TONNAGE REPORT (Based on actual):

Solid Waste:	
Type 10 & 13	31,677.72 Tons (2014)
Recyclable Materials:	38,785.51 Tons (2013)

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(Mandatory Affirmative Action Language)

FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE
CONTRACTS:

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 for the 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 or sex.

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or

sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

APPENDIX B
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Bayonne, (hereafter "City") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City 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 City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, 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 City's grievance procedure, the contractor agrees to comply with any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City 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 City 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 City or any of its agents, servants, and employees, the *City shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City 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 City pursuant to this paragraph.

It is further agreed and understood that the City 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 City from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Vendor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the vendor in accordance with N.J.A.C. 17:27-4.

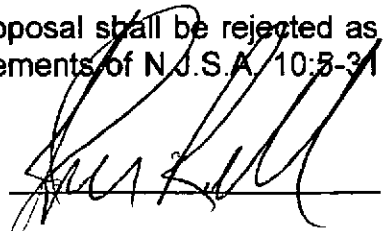
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies 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. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Suburban Disposal Inc.

SIGNATURE: 

PRINT NAME: John Roselle

TITLE: President

STOCKHOLDERS DISCLOSURE CERTIFICATION

Name of Business

Suburban Disposal Inc.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation ☒ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Sign and notarize the form below, and, if necessary, complete the stockholder list.

Stockholders:

Name: John Roselle

Home Address:

Name: Chris Roselle

Home Address:

Name: Louis Roselle

Home Address:

Name: Kerry Roselle

Home Address:

Name: Robert Roselle

Home Address:

Name: Daniel Roselle

Home Address:

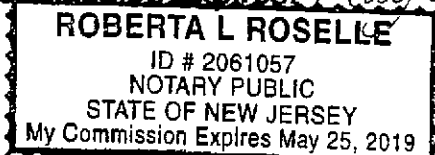
Subscribed and sworn before me this 2nd day of

October, 2015

Roberto L. Roselle
(Signature)

(Notary Public)

My Commission Expires: May 25, 2019



John Roselle
(Print Name & Title)

John Roselle - President

(Corporation Seal)

**AMERICANS WITH DISABILITIES ACT OF 1990
ACKNOWLEDGEMENT FORM**

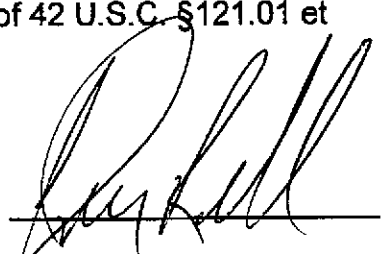
This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: Suburban Disposal Inc.

SIGNATURE: 

PRINT NAME: John Roselle

TITLE: President

DATE: October 2, 2015

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Hudson

ss:

I, John Roselle residing in Succasunna
(name of affiant) (name of municipality)

in the County of Morris and State of New Jersey

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

I am President of the firm of Suburban Disposal Inc.
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled Solid Waste Collection, 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 all statements contained in said proposal and in this affidavit are true correct, and made with full knowledge that the City of Bayonne relies upon the truth of the statements contained in said Bid Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retaining 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

Suburban Disposal Inc.
(Name of Vendor)

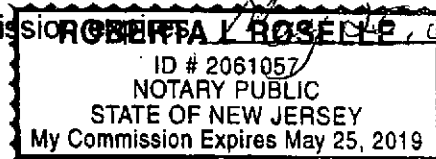
[Signature]
Signature

John Roselle - President
(Type or print name of affiant)

Signed and sworn to before me
this 24th day of October, 2015

Roberta L. Roselle
Notary public of New Jersey

My Commission Expires May 25, 2019



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
City of Bayonne

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of 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.

PLEASE CHECK EITHER BOX:

Suburban Disposal Inc.



I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification

OR



I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to

Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Cessation Date _____

Bidder/Vendor _____

Contact Name: _____

Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the City of Bayonne is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the City to notify the City in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the City of Bayonne and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): John Roselle

Signature: _____

Title: President

Date: October 2, 2015

Bidder/Vendor: Suburban Disposal Inc.

EXCEPTIONS and ADDENDUM TO SPECIFICATIONS

SOLID WASTE REMOVAL AND PROCESSING



COMPANY NAME Suburban Disposal Inc.

Addendum:

1. ** Please see attached **

Exceptions:

- 1.

City Of Bayonne

SOLID WASTE REMOVAL AND PROCESSING

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
☒	Specifications	/K
☒	Exception Sheet	/K
☒	Bid Proposal Sheets and Proposed Option	/K
☒	Appendix B – Americans with Disabilities	/K
☒	Certificate of Public Convenience	/K
☒	Affidavit of Bidder's Qualifications	/K
☒	Questionnaire	/K
☒	Vehicle Dedication Affidavit	/K
☒	Affirmative Action Compliance Notice	/K
☒	Stockholder Disclosure Certification	/K
☒	Americans with Disabilities Act of 1990 - Acknowledgement	/K
☒	Non-Collusion Affidavit	/K
☒	Proof of Business Registration Certificate	/K
☒	Iranian Disclosure Investment Form	/K
☒	List of Government Contracts (#6 Questionnaire)	/K
☒	Copy of annual report filed with DEP (#13 Questionnaire)	/K

This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

City of Bayonne



Municipal Building
DEPARTMENT OF FINANCE
BUSINESS ADMINISTRATION
630 Avenue C, Room 25
Bayonne, NJ 07002
TEL. (201) 858-6042 FAX (201) 823-9825

JAMES M. DAVIS, MAYOR

Joseph DeMarco, Business Administrator

Janet Convery, Treasurer

January 2015

Re: **MUNICIPAL TAX EXEMPT**

Dear Vendor:

Please be advised that the City of Bayonne is a Municipal Corporation of the State of New Jersey and is a political subdivision of the State of New Jersey. As such, we are exempt from any sales tax which may be imposed by another political jurisdiction. As a municipal corporation and political subdivision, we are also exempt from any tax imposed by the United States Government. For tax purposes, you may refer to our Federal Tax Identification Number: 22-6001642.


Janet Convery
Municipal Treasurer

**NJDEP - CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY (CPCN)**

**ANNUAL UTILITY REPORT
FOR SOLID WASTE
COLLECTORS AND BROKERS**

CALENDAR YEAR 2014

SW1292 - 546589
SUBURBAN DISPOSAL INC
54 MONTESANO RD,
Fairfield, NJ 07004

DUE JUNE 1, 2015

Note: This Report has been changed substantially since last year.

**This Utility Report is not the Annual A-901 Update submitted
to the Attorney General's Office!**

IMPORTANT REMINDERS:

- ☐ Write your SW number on all pages as indicated (and attach and label any additional sheets)
- ☐ File this report in the solid waste utility's certificate name exactly as shown on the CPCN
- ☐ Filing this report is required even if there was no solid waste activity during 2014
- ☐ Complete every question, or indicate "N/A" for all questions which are not applicable
- ☐ SIGN and NOTARIZE the Annual Report as indicated
- ☐ Keep a copy of this Annual Report for your record

- ☐ THIS COMPLETED REPORT IS DUE NO LATER THAN JUNE 1, 2015
AND MUST MAIL TO:

NJDEP-SOLID WASTE PLANNING & LICENSING
2014 COLLECTOR AND BROKER ANNUAL UTILITY REPORT
401 EAST STATE STREET
MAIL CODE 401-02C; P.O. BOX 420
TRENTON, NJ 08625-0420

IT IS SUGGESTED THAT YOU MAIL THIS COMPLETED REPORT VIA CERTIFIED MAIL, RETURN RECEIPT AND KEEP A COPY FOR YOUR RECORD

ASSESSMENT REMINDER:

Once your Annual Report is reviewed, verified and approved by NJDEP, the Department of Treasury will mail an invoice (a bill) directly to you in the appropriate amount of your annual assessment. This assessment is currently calculated at the rate of $\frac{1}{4}$ of 1% of your reported gross operating revenue with a \$600 minimum. Please submit payment promptly.

ONCE YOU RECEIVE INVOICE, YOU ARE REQUIRED TO PAY YOUR ASSESSMENT PROMPTLY. PLEASE MAIL BOTH THE INVOICE AND YOUR PAYMENT DIRECTLY TO TREASURY AT THE ADDRESS LISTED ON YOUR INVOICE.

GROSS OPERATING REVENUE
REPORTABLE AND NON REPORTABLE REVENUE

The Gross Operating Revenue generated from the collection or brokering of Solid Waste in New Jersey is required to be reported in the "Collector and Brokers Utilities Annual Report" in accordance with the NEW JERSEY ADMINISTRATIVE CODE:

Reportable Waste includes revenue derived from the collection, brokering and/or disposal of the following solid waste types: Waste Type ID 10, 12, 13, 13C, 23, 25, 27, 27A and 27I

- That is generated in NJ and directly transported to a disposal facility in or out of NJ.
- That is generated in NJ and transported to a transfer station, landfill, incinerator, or rail carrier in NJ.
- That is residual waste from a transfer station material recovery facility and directly transported to a disposal facility in or out of NJ or transported to a rail carrier in NJ.

NON REPORTABLE GROSS OPERATING REVENUE:

- Waste not generated in NJ
- ID 72 Bulk liquid and semi-liquids
- ID 73 Septic tank clean-out wastes
- ID 74 Liquid sewage sludge
- Grease Trap Waste disposed at sewage treatment plant
- Waste collected from a NJ transfer station or rail carrier and directly transported out of NJ for disposal
- Recyclable material hauled to a recycling facility
- Hazardous Waste
- Medical Waste

Solid Waste Types: (Please see the next page labeled NEW JERSEY ADMINISTRATIVE CODE for specific examples of waste types)

- ID 10 Municipal (includes household, commercial and institutional)
- ID 12 Dry Sewage Sludge
- ID 13 Bulky Waste
- ID 13C Construction and demolition waste
- ID 23 Vegetative waste
- ID 25 Animal and food processing waste
- ID 27 Dry industrial waste (e.g. "dirty dirt")
- ID 27A Waste material consisting of asbestos or asbestos containing waste
- ID 27I Waste consisting of incinerator ash or ash containing waste

NEW JERSEY ADMINISTRATIVE CODE N.J.A.C. 7:26-2:13

(g) Waste identification and definition of solids includes the following:

1. Solid wastes; waste ID number and definitions:

- i. **10 Municipal** (household, commercial and institutional): Waste originating in the community consisting of household waste from private residences, commercial waste which originates in wholesale, retail or service establishments, such as, restaurants, stores, markets, theatres, hotels and warehouses, and institutional waste material originated in schools, hospitals, research institutions and public buildings.
- ii. **12 Dry sewage sludge:** Sludge from a sewage treatment plant which has been digested and dewatered and does not require liquid handling equipment.
- iii. **13 Bulky waste:** Large items of waste material, such as appliances and furniture. Discarded automobiles, trucks and trailers and large vehicle parts, and tires are included under this category.
- iv. **13C Construction and demolition waste:** Waste building material and rubble resulting from construction, remodeling, repair, and demolition operations on houses, commercial buildings, pavements and other structures. The following materials may be found in construction and demolition waste: treated and untreated wood scrap; tree parts, tree stumps and brush; concrete, asphalt, bricks, blocks and other masonry; plaster and wallboard; roofing materials; corrugated cardboard and miscellaneous paper; ferrous and non-ferrous metal; non-asbestos building insulation; plastic scrap; dirt; carpets and padding; glass (window and door); and other miscellaneous materials; but shall not include other solid waste types.
- v. **23 Vegetative waste:** Waste materials from farms, plant nurseries and greenhouses that are produced from the raising of plants. This waste includes such crop residues as plant stalks, hulls, leaves and tree wastes processed through a wood chipper. Also included are non-crop residues such as leaves, grass clippings, tree parts, shrubbery and garden wastes.
- vi. **25 Animal and food processing wastes:** Processing waste materials generated in canneries, slaughterhouses, packing plants or similar industries, including animal manure when intended for disposal and not reuse. Also included are dead animals. Animal manure, when intended for reuse or composting, is to be managed in accordance with the criteria and standards developed by the Department of Agriculture as set forth at N.J.S.A. 4:9-38.
- vii. **27 Dry industrial waste:** Waste materials resulting from manufacturing, industrial and research and development processes and operations, and which are not hazardous in accordance with the standards and procedures set forth at 7:26G. Also included are nonhazardous oil spill cleanup waste, dry nonhazardous pesticides, dry nonhazardous chemical waste, and residue from the operations of a scrap metal shredding facility.
- viii. **27A Waste material consisting of asbestos or asbestos containing waste.**
- ix. **27I Waste material consisting of incinerator ash or ash containing waste.**

(h) Waste identification and definition of liquids include the following:

1. Liquid wastes; waste ID number and definitions:

- i. **72 Bulk liquid and semi-liquids:** Liquid or a mixture consisting of solid matter suspended in a liquid media which is contained within, or is discharged from, any one vessel, tank or other container which has the capacity of 20 gallons or more. Not included in this waste classification are septic tank clean-out wastes and liquid sewage sludge.
- ii. **73 Septic tank clean-out wastes:** Pumpings from septic tanks and cesspools. Not included are wastes from a sewage treatment plant.
- iii. **74 Liquid sewage sludge:** Liquid residue from a sewage treatment plant consisting of sewage solids combined with water and dissolved materials.

2014 CPCN ANNUAL REPORT - FOR COLLECTORS AND BROKERS

PLEASE FILL IN ALL INFORMATION BELOW:

CHECK ALL THAT APPLY: ☒ COLLECTOR
☐ BROKER

1. INFORMATION

OFFICIAL COMPANY NAME: Suburban Disposal, Inc.

(This is the name registered with the Division of Commercial Recordings)

STREET ADDRESS: 54 Montesano Road

CITY, STATE, ZIP Fairfield NJ 07004

OFFICE TELEPHONE: 973-227-7020

CELL PHONE: N/A FAX NUMBER: 973-675-1404

FEIN (or LAST 4# OF SS# FOR SOLE PROPRIETOR): [REDACTED]

EMAIL: croselle@suburbandisposalinc.com

WEBSITE: www.suburbandisposalinc.com

BILLING/MAILING ADDRESS: ☒ CHECK HERE IF SAME AS ABOVE:

STREET ADDRESS: _____

CITY, STATE, ZIP _____

2. LIST OFFICERS AND EQUITY HOLDERS: ☒ Check here if additional pages are attached

Name: John Roselle Title President Equity 16.67

Name: Christopher Roselle Title Secretary Equity 16.67

Name: Daniel Roselle Title _____ Equity 16.67

3. NAME OF REGISTERED AGENT: John A. Gonnella

STREET ADDRESS: 287 Bloomfield Avenue

CITY, STATE, ZIP Caldwell NJ 07006

TELEPHONE: 973-226-0027

CELL PHONE: N/A FAX NUMBER: 973-403-1743

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

SW 1292

#2 LIST OF OFFICERS AND EQUITY HOLDERS (CON'T)

Kerry M. Roselle	16.67%
Louis T. Roselle	16.66%
Robert Roselle	16.66%

4. **VEHICLE INFORMATION FOR YOUR WASTE TRANSPORTATION EQUIPMENT:**

Please provide the number of solid waste vehicles owned and operated by the CPCN holder.

_____ NOT APPLICABLE (NO EQUIPMENT)
_____ CABS (does not hold waste)
250 CONTAINERS
107 SINGLE UNIT VEHICLES (eg. roll offs, pickup trucks, vans)
_____ TRAILERS

5. **DOES YOUR COMPANY USE A SOLID WASTE BROKER SERVICE?** ☐ NO ☒ YES: You must provide the information below for EACH COMPANY (label and attach a separate page if necessary):

Name of Broker: BP Environmental Services, Inc.
Address: PO Box 188
City, State, Zip: Chalfont, PA 18914
Broker's CPCN number: SW 2934

Name of Broker: _____
Address: _____
City, State, Zip: _____
Broker's CPCN number: SW _____
☐ Check here if additional pages are attached

6. **DOES YOUR COMPANY OR ITS PRINCIPALS HAVE ANY CURRENT OR OUTSTANDING JUDGMENTS AND/OR LIENS?** ☒ NO ☐ YES: You must provide the information below for EACH (label and attach a separate page if necessary):

Name: _____
Address: _____
City, State, Zip: _____
Provide a brief description: _____
☐ Check here if additional pages are attached

7. **HAS ANY EMPLOYEE, ASSOCIATE, OFFICER OR EQUITY HOLDER HAD THEIR SOLID WASTE OPERATING AUTHORITY REVOKED OR SUSPENDED IN NEW JERSEY OR NEW YORK?** ☒ NO ☐ YES: You must provide the name and details concerning this revocation or suspension (label and attach a separate page if necessary):

Name: _____
Address: _____
City, State, Zip: _____
State(s) the revocation or suspension occurred: _____
Provide a brief description: _____
☐ Check here if additional pages are attached

DISPOSAL INFORMATION

Please provide the information below for each disposal facility (landfills, transfer stations, rail facilities, incinerators) used by your company for calendar year 2014:

Name and Address of Disposal Facilities Used During 2014	Waste Type	Total Tons Disposed at Facility	Total Amount of Disposal Fee Paid to Facility	County Origin of Waste	Total Tons Picked up in County	Recycling Tax Paid	Gross Revenue
ECUA Newark, NJ	10	82,587	3,952,204	Essex	82,587	0	10,673,625
IWS Garfield, NJ	10/13	8,289	288,438	Bergen Passaic	4,504 3,785	12,362	708,521 244,261
MCMUA East Brunswick, NJ	10/13	8,424	6,359	Middlesex	8,424	300	526,880
National Transfer, Inc. Lodi, NJ	10/13	4,462	140,000	Passaic Bergen	2,071 2,391	13,386	162,841 354,260
Ocean County Landfill Manchester, NJ	10/13	11,932	967,154	Ocean	11,932	35,796	1,902,462
Sussex County Vernon, NJ	10/13	5,323	499,858	Sussex	5,323	15,969	1,269,638
UCUA Rahway, NJ	10	5,598	363,065	Union	5,598	14,922	1,343,948
MCUA Parsippany, NJ	10/13	27,615	500,212	Morris	27,615	15,633	5,137,647

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

DISPOSAL INFORMATION

Please provide the information below for each disposal facility (landfills, transfer stations, rail facilities, incinerators) used by your company for calendar year 2014:

Name and Address of Disposal Facilities Used During 2014	Waste Type	Total Tons Disposed at Facility	Total Amount of Disposal Fee Paid to Facility	County Origin of Waste	Total Tons Picked up in County	Recycling Tax Paid	Gross Revenue
HMDC Kearny, NJ	13	8,733	804,233	Essex	8,733	26,199	1,055,633
Monmouth Reclamation Tinton Falls, NJ	10/13	2,833	230,390	Monmouth	2,833	8,499	358,580
Waste Management Elizabeth, NJ	10/13	413	30,000	Union	413	1,239	85,784
Covanta Totowa/Paterson	10/13	55,156	2,541,203	Bergen Passaic	17,642 37,514	113,785	2,884,692 2,686,873
Dart Newark, NJ	10/13	12,274	0	Hudson	12,274	0	839,877
Sajo Transportation North Arlington, NJ	10/13	76,387	449,164	Passaic Bergen	69,613 6,774	22,839	5,048,064 1,113,390

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

BROKER INFORMATION

If solid waste broker services have been provided, please provide the information below for calendar year 2014 for EACH COUNTY.
You may prepare your own spreadsheet containing the below information in the same format:

N/A COUNTY (LIST ONLY 1 COUNTY PER FORM)

A	B	C	D	E	F
Client/Industry	Number of Locations	CPCN Number (SW#) of Solid Waste Hauler Used	Total Amount Billed to Client	Total Amount Paid to Hauler	Disposal Facility used by Hauler
<u>TOTALS</u>					

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

RELATED COMPANIES

List all related companies that operate in New Jersey and any related out-of-state disposal facility where New Jersey solid waste is sent. Please include related brokers, collection companies, disposal facilities, truck leasing companies or real estate leasing companies.

COMPANY NAME AND ADDRESS	TYPE OF SERVICE RELATED COMPANY PERFORMS	TOTAL FEE PAID TO RELATED COMPANY DURING 2014
Six Brothers Associates, LLC Fairfield, NJ	Rental Real Estate	0
Six Brothers Enterprises, LLC Fairfield, NJ	Rental Real Estate	240,000
Louis T. Roselle, Inc. Fairfield, NJ	Solid Waste Hauling	0
Eastern Recycling, Inc. Fairfield, NJ	Recycling	0
Priority Compactor Repair, LLC Fairfield, NJ	Equipment Repairs	48,261

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Bergen COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 61
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
<u>Ramsey</u>	<u>5,363</u>
<u>Mahwah</u>	<u>9,505</u>
<u>Saddle River</u>	<u>1,216</u>
<u>Oakland</u>	<u>4,335</u>
<u>Palisades Park</u>	<u>6,934</u>
<u>Haworth</u>	<u>1,110</u>
<u>Ho-Ho-Kus</u>	<u>1,401</u>

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Bergen COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: _____ (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: _____
3. Number of Scheduled Industrial Customers: _____
4. Number of ON-CALL/ONE TIME Customers: _____
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
<u>Allendale</u>	<u>2,236</u>
<u>Dumont</u>	<u>6,364</u>
<u>Wood Ridge</u>	<u>2,939</u>
_____	_____
_____	_____
_____	_____
_____	_____

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Burlington COUNTY (LIST ONLY 1 COUNTY PER PAGE)

County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 2
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
<u>N/A</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Essex COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 102
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0

5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
<u>West Orange</u>	<u>16,790</u>
<u>Belleville</u>	<u>13,395</u>
<u>N.Caldwell</u>	<u>2,092</u>
<u>Irvington</u>	<u>20,093</u>
<u>Fairfield</u>	<u>2,645</u>
<u>East Orange</u>	<u>24,945</u>
<u>Glen Ridge</u>	<u>2,476</u>

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Hudson COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 24
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
<u>Bayonne</u>	<u>25,237</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Hunterdon COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 2
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0

5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
<u>N/A</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Middlesex COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 13
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
<u>Carteret</u>	<u>7,591</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Monmouth COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 88
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0

5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
<u>Aberdeen</u>	<u>6,876</u>
<u>Middletown</u>	<u>23,962</u>
<u>Eatontown</u>	<u>65</u>
<u>Allentown</u>	<u>704</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Morris COUNTY (LIST ONLY 1 COUNTY PER PAGE)

County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 233
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
<u>Lincoln Park</u>	<u>4,001</u>
<u>Madison</u>	<u>5,485</u>
<u>Morris Plains</u>	<u>2,131</u>
<u>Kinnelon</u>	<u>3,472</u>
<u>Montville</u>	<u>7,485</u>
<u>Chatham</u>	<u>3,915</u>
<u>Butler</u>	<u>3,031</u>
<u>Mountain Lakes</u>	<u>1,313</u>

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Ocean COUNTY (LIST ONLY 1 COUNTY PER PAGE)

County Name

1. Number of Scheduled Residential Customers: 30 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 124
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
<u>Point Pleasant</u>	<u>7,273</u>
<u>Island Heights</u>	<u>683</u>
<u>Bay Head</u>	<u>459</u>
<u>Ship Bottom</u>	<u>555</u>
<u>Eagleswood</u>	<u>621</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Passaic COUNTY (LIST ONLY 1 COUNTY PER PAGE)

County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 17
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
<u>Paterson</u>	<u>44,329</u>
<u>Prospect Park</u>	<u>1,797</u>
<u>North Haledon</u>	<u>3,123</u>
<u>Woodland Park</u>	<u>4,632</u>
<u>Clifton</u>	<u>30,661</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Somerset COUNTY (LIST ONLY 1 COUNTY PER PAGE)

County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 2
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0

5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
<u>N/A</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Sussex COUNTY (LIST ONLY 1 COUNTY PER PAGE)

County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 6
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0

5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality

Approximate Number of Customers

Hopatcong

5,653

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Union _____ COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name _____

1. Number of Scheduled Residential Customers: _____ 0 _____ (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: _____ 13 _____
3. Number of Scheduled Industrial Customers: _____ 0 _____
4. Number of ON-CALL/ONE TIME Customers: _____ 0 _____
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
Roselle Park	5,002
New Providence	4,408
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

TARIFF UPDATE (2014)

This Tariff Update form must be completed by ALL WASTE TRANSPORTERS to update your original tariff. (Waste brokers are not required to complete the Tariff Update and should mark this page as N/A and go directly to page 12.

This Tariff contains the terms and conditions and schedules of rates governing the services furnished by a public utility and holder/applicant of a Certificate of Public Convenience and Necessity for the collection of solid waste pursuant to N.J.A.C. 7:26h-4.2(a). Please fill in all information below:

1. TERRITORY SERVED

Solid waste collection services provided by this solid waste utility are in the counties of:
(check all that apply)

- | | | |
|---|-------------------------------------|-----------------------------------|
| ☒ All New Jersey Counties | ☐ Gloucester | ☐ Passaic |
| ☐ Atlantic | ☐ Hudson | ☐ Salem |
| ☐ Bergen | ☐ Hunterdon | ☐ Somerset |
| ☐ Burlington | ☐ Mercer | ☐ Sussex |
| ☐ Camden | ☐ Middlesex | ☐ Union |
| ☐ Cape May | ☐ Monmouth | ☐ Warren |
| ☐ Cumberland | ☐ Morris | |
| ☐ Essex | ☐ Ocean | |

By filing this updated Tariff Document, the Utility named above agrees to conform with all rules and regulations promulgated by the District Solid Waste Management plans and the NJ Department of Environmental Protection in accordance with N.J.S.A. 48:13A-1 et seq., and N.J.S.A. 13:1E-1 et seq.

2. HOURS OF OPERATION

The collection utility shall pick-up waste in accordance with the following schedule: _____

24 Hours a day seven days a week

The collection utility will not pick-up waste of the following holidays: N/A

When a scheduled collection day occurs on a listed holiday, collection will be made on the next scheduled collection day. In those cases where collection is scheduled on one collection-per-week basis, collection will be made as soon as possible.

3. METHOD OF BILLING

Please list the billing and payment procedures (example: invoicing) Daily & Monthly
Invoicing - payments are credit card, check & PayPal

4. TYPES OF SERVICE AND DETAILS

Please provide a detail list of the types of service(s), capacity of truck(s) or container(s), price and whether the dumping fee is included in price:

Municipal solid waste collection - 32 yard, price varies, some dump
included, some excluded

Commercial waste collection - 45 yard, price varies, dump included

5. PLEASE PROVIDE YOUR SCHEDULE OF RATES IN THE APPROPRIATE CHART BELOW:

COLLECTION TARIFF (To be completed by Collectors)

CONTAINER SIZE	FREQUENCY OF PICK-UP	TOTAL CHARGE FOR SERVICE AND DISPOSAL
<i>Examples: 10 Yards</i>	<i>Examples: 1 X PER WEEK</i>	<i>Examples: \$450</i>
20 Yards	2 X PER WEEK	\$1,200
20 Yards	4 X PER WEEK	\$2,000
	SEE ATTACHED SHEET	

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

For All NJ Counties:

<u>Service</u>	<u>Amount</u>
Dumpster Front-End or Rear Load	Up to \$20.00 per Cu. Yard per Dump
Roll-Off Service Compacted & Open 8 Cu. Yards to 50 Cu. Yards	Up To \$295.00 per Container Plus Applicable Disposal Fees

GROSS OPERATING REVENUE BY COUNTY

Please provide the Gross Operating Revenues derived from all solid waste collected and/or brokered in New Jersey during 2014.

TOTAL AMOUNT COLLECTED FROM EACH COUNTY SHOULD ADD UP TO GROSS OPERATING REVENUE.

County	2014 Collector Gross Revenue	2014 Brokering Gross Revenue
Atlantic		
Bergen	5,060,863	
Burlington	1,322	
Camden		
Cape May		
Cumberland		
Essex	11,729,258	
Gloucester		
Hudson	839,877	
Hunterdon	17,061	
Mercer		
Middlesex	526,880	
Monmouth	358,580	
Morris	5,137,647	
Ocean	1,902,462	
Passaic	8,142,039	
Salem		
Somerset	1,209	
Sussex	1,269,638	
Union	1,429,732	
Warren		

Total Gross Operating Revenue

During Calendar Year 2014: \$ 36,416,568

Collector Total

\$ 0

Broker Total

Note: Gross Operating Revenues consist of reportable revenues as described on Page 2, which are derived from customer bills, fees, sales and services as well as interest.

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

CERTIFICATIONS

CUSTOMER BILL OF RIGHTS

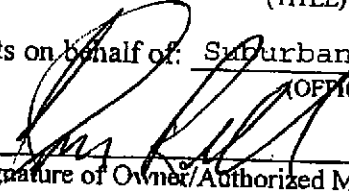
I certify under penalty of the law that I have notified each of my Regularly Schedule Customers at least once this year that solid waste collection services in New Jersey are available on a competitive basis as provided in the Customer Bill of Rights and that I have provided each of my customers with a copy of the customer bill of rights in the form set forth at N.J.A.C. 7:26H-5.12(b). The Customer Bill of Rights may be downloaded at: <http://www.nj.gov/dep/dshw/resource/custbillofrights.pdf>

I am aware that there are penalties for failing to comply with the provisions of these regulations, including the possibility of a fine. I understand that, in addition to penalties, I will be responsible for penalties as set forth at N.J.S.A. 48:13A-12 and that violating any provisions of these regulations may be grounds for suspension or revocation of any Certificate of Public Convenience and Necessity for which I may now hold.

I, John Roselle hold the title of President and am duly
(NAME OF OWNER/AUTHORIZED MEMBER) (TITLE)

authorized to sign this Customer Bill of Rights on behalf of: Suburban Disposal, Inc.
(OFFICIAL COMPANY NAME)

John Roselle, President
Print Name of Owner/Authorized Member


Signature of Owner/Authorized Member

5/29/15
Today's Date

CUSTOMER LISTS

Every utility engaged in the solid waste collection business and/or brokering in New Jersey must submit a completed Customer List each year with this completed report. N.J.A.C. 7:26H-5.9(c)1.i requires that the list contain all of the names and addresses for each (regularly scheduled) residential, commercial, industrial and institutional customers. (The list should be organized by municipality and sequentially numbered and set forth in numerical order by street address and the streets set forth in alphabetical order.) Additionally, the Department is requesting the frequency of service, a description of service and the rates charged.

*Companies are encouraged to submit customer list electronically when possible (eg. flash drive, pdf)

I certify under penalty of law pursuant to N.J.A.C. 7:26H-5.9(c)1 that N/A
has no regularly scheduled customers.

I, _____ hold the title of _____ and am duly
(NAME OF OWNER/AUTHORIZED MEMBER) (TITLE)

authorized to sign on behalf of: _____
(OFFICIAL COMPANY NAME)

Print Name of Owner/Authorized Member

Signature of Owner/Authorized Member

Today's Date

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

VERIFICATION AND OATH FOR 2014 ANNUAL REPORT FILING

NAME OF PERSON COMPLETING THIS FORM: Chris Roselle

RELATIONSHIP TO BUSINESS: Secretary

CONTACT NUMBER: 973-227-7020

The 2014 Solid Waste Collector and Broker Annual Report must be certified by the oath of the person responsible for the preparation of the report, also known as the "Responder".

The 2014 Solid Waste Collector and Broker Annual Report must be verified and certified by the oath of the President or another principal general officer if other than the respondent

Oath To be made by the person responsible for preparation of this report:

Chris Roselle, Secretary
(Insert name and title of REPONDENT)

makes oath that he/she has carefully examined the said report and to the best of their knowledge and belief the entries contained in the said report have, so far as they relate to matters of account, been accurately taken from the said books of account and are in exact accordance therewith; that he/she believes that all other statements of fact contained in the said report are true, and that said report is a correct and complete statement of the business and affairs of the above named respondent during the reporting year.

[Signature]
(Signature of Report Preparer)

State of NJ County of Essex
Sworn to and subscribed before me
this 29th day of May 2015
Roberta L. Roselle
Print Name of Notary Public or Officer Authorized to Administer Oath
Roberta L. Roselle
Signature of Notary Public or Officer Authorized to Administer Oath
My Commission expires May 25, 2019
ROBERTA L ROSELLE
ID # 2061057
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires May 25, 2019

Supplemental Oath To be made by the Proprietor, Partner, President or other principal officer of the utility:

John Roselle, President
(Insert name of Owner or Officer and Title)

makes oath that he/she has carefully examined the foregoing report; that he/she believes that all statements of fact contained in the said report are true, and that the said report is a correct and complete statement of the business and affairs of the above named respondent and the operations of its property during the reporting year.

[Signature]
(Signature of Owner or Officer)

State of NJ County of Essex
Sworn to and subscribed before me
this 29th day of May 2015
Roberta L. Roselle
Print Name of Notary Public or Officer Authorized to Administer Oath
Roberta L. Roselle
Signature of Notary Public or Officer Authorized to Administer Oath
My Commission expires May 25, 2019
ROBERTA L ROSELLE
ID # 2061057
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires May 25, 2019

CERTIFICATION FOR COMPANIES CLAIMING ZERO GROSS OPERATION REVENUE

The certification below should only be filed by CPCN holders that are claiming zero gross operation revenue for calendar year 2014. You must also provide, in detail, the reason you are claiming zero.

N/A

ZERO GROSS OPERATING REVENUE CERTIFICATION:

I certify under the penalty of the law that this company's reportable Gross Operating Revenue as described on page 2, which are derived from fees, sales, services and interest from all solid waste collected in NEW JERSEY during 2014 was ZERO dollars (\$0.00).

I also acknowledge that review of financial records of my company may be performed at any time by NJDEP to verify zero gross operating revenue.

I, _____ hold the title of _____ and am
(NAME OF OWNER/AUTHORIZED MEMBER) (TITLE)

duly authorized to sign this Annual Report showing Zero Gross Operating Revenue on behalf

of: _____
(OFFICIAL COMPANY NAME)

Print Name of Owner/Authorized Member

Signature of Owner/Authorized Member

Today's Date

PROVIDE REASON(S) FOR REPORTING ZERO GROSS ANNUAL REVENUE:

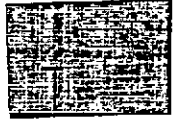
CUSTOMER BILL OF RIGHTS N.J.A.C. 7:26H-5.12

- (a) Collection utilities shall comply with all customer bill of rights provisions identified in (c) below.
- (b) At least once each year, every solid waste collector shall notify its customers that solid waste collection services in this State are available on a competitive basis and include with that notice a copy of a customer bill of rights.
- (c) The customer bill of rights shall set forth the following information:
 1. A commercial, industrial or institutional customer has the right to select their solid waste collector on a competitive basis and to discontinue service at any time, unless contractually obligated by a service agreement, provided that the collector is provided with a minimum of seven days' written notice;
 2. Residential customers who are responsible for hiring their own collection service have the right to select their solid waste collector on a competitive basis and to discontinue service at any time, provided the collector is given seven days written notice;
 3. The solid waste collector shall provide collection service in the service territories listed in its tariff;
 4. A statement that the solid waste collector's tariff showing terms and conditions is available for review at the Department and that a complete list of solid waste collectors registered to provide service in their service territory is available from the Division of Solid and Hazardous Waste;
 5. The solid waste collector shall handle customer complaints in a prompt, courteous, and efficient manner and that in the event a solid waste collector fails to pick up solid waste on a regularly scheduled day and such failure is not caused by an act or omission of the customer, the collector shall make the pick up as soon as possible, but in no event shall it be later than the next regularly scheduled collection day. Should a collector fail to pick up solid waste from a commercial, industrial or institutional customer on two consecutive collection days, and such failure is not caused by an omission or act of the customer, the customer may cancel any service agreement or contract with the collector;
 6. The solid waste collector shall remove and transport solid waste in an environmentally sound manner that safeguards the public health and preserves the quality of the environment;
 7. The solid waste collector shall notify its customers in writing at least 10 days prior to any increase or decrease in rates;
 8. The solid waste collector shall provide ten days' written notice to the customer prior to the discontinuation of service. A collector may discontinue service for nonpayment of bills provided it gives the customer at least ten days for payment of the bill before issuing the ten day notice of discontinuing service;
 9. Where solid waste collection service is provided in containers or other equipment supplied by the solid waste collector, and the service is discontinued either by the solid waste collector or the customer, the solid waste collector shall be required to remove its container or other equipment from the customer's premises within three days of the effective date of discontinuance regardless of the status of the account;
 10. The Department is available to resolve service or pricing issues and disputes and the solid waste collector shall not terminate service for non-payment of disputed charges during a Department investigation;
 11. The customer may make partial payments on collection service and disposal fees without risk of additional charges, penalties or disruption of service on the unresolved amount of a service or pricing issue or dispute and/or disputes forwarded to the Department for resolution;
 12. If a customer will be absent from their residence or business for at least 30 days, the customer may request suspension of solid waste collection services and billing for that period without charge;
 13. The collector is responsible for assisting the customer in the selection of the most favorable service to meet the customer's needs at the most reasonable rate;
 14. In the event of inclement weather when operation of a solid waste vehicle would pose a threat to the safety of the public and/or the equipment and personnel of the collection company, pick up shall be made no later than the next regularly scheduled day. In those cases where collection is made on a once per week basis, pick up shall be made as soon as weather permits;
 15. A solid waste collector shall transmit copies of any notice of discontinuance of service to the Department at the same time it is transmitted to the customer
 16. Solid waste services contracts or agreements shall not include any clause which calls for an automatic renewal of the contract or agreement. The automatic renewal clause of any existing contract shall be considered void.
 17. Solid waste collection utilities shall display their name, as it appears on their Certificate of Public Convenience and Necessity, and any "trading as name" on all vehicles and containers.
- (d) Every solid waste collector shall certify to the Department that each customer was provided with a customer bill of rights as required pursuant to (a) above. The certification shall be as follows: "I certify under penalty of law that I have notified each of my customers at least once this year that solid waste collection services in this State are available on a competitive basis as provided in the customer bill of rights and that I have provided each of my customers with a copy of the customer bill of rights in the form set forth at N.J.A.C. 7:26H-5.12 (b). I am aware that there are penalties for failing to comply with the provisions of these regulations, including the possibility of a fine. I understand that, in addition to penalties, I will be responsible for penalties as set forth as N.J.S.A. 48:13A-12, and that violating any provision of these regulations may be grounds for suspension or revocation of any certificate of public convenience and necessity for which I may now hold."

Independent Accountants' Review |

To the Stockholders' of
Suburban Disposal, Inc.

Fairfield, New Jersey 07004



Redacted

Suburban Disposal Co., Inc.

Statement of Assets, Liabilities and Stockholders' Equity
(Income Tax Basis)

December 31,

2014

2013

ASSETS

Current Assets

Cash

Accounts receivable

Employee loans

Due from related parties

Prepaid expenses and taxes

Total Current Assets

Property and Equipment, at Cost

Trucks

Containers

Machinery and equipment

Leasehold improvements

Less accumulated depreciation

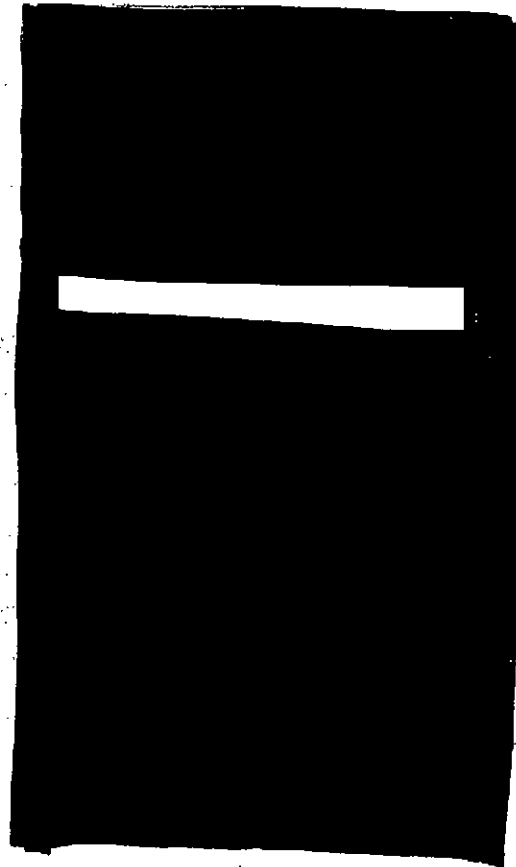
Property and Equipment, Net

Purchase of routes, net

Deposits

Loans receivable, related parties

Total Other Assets



See notes to financial statements and
independent accountants' review report

Suburban Disposal Co., Inc.

Statement of Assets, Liabilities and Stockholders' Equity
(Income Tax Basis)

December 31,

2014

2013

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities

Notes payable

Accounts payable

Accrued expenses and taxes

Due to related parties

Total Current Liabilities

Notes payable

Total Liabilities

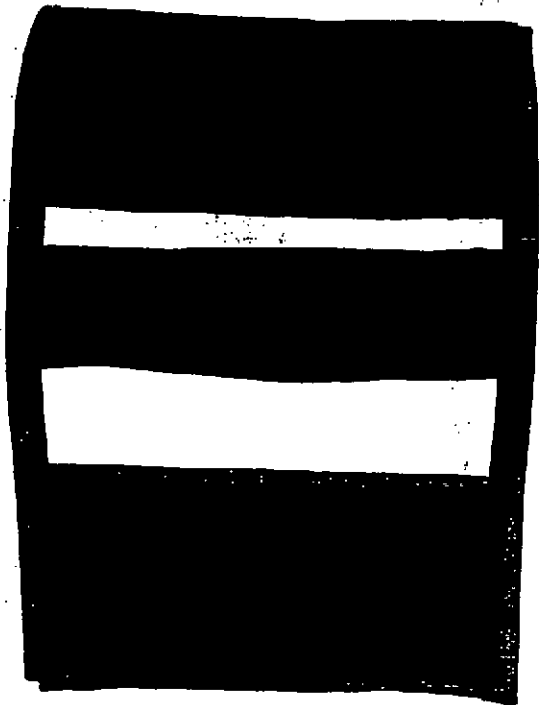
STOCKHOLDERS' EQUITY

Capital stock, common, no par value

100 shares authorized, issued and outstanding

Retained earnings

Total Stockholders' Equity



See notes to financial statements and
independent accountants' review report

Suburban Disposal Co., Inc.

Statement of Revenue, Expenses and Retained Earnings
(Income Tax Basis)

	Year Ended December 31,			
	2014	Percent	2013	Percent
SALES				
DISPOSAL FEES				
Gross Profit				
EXPENSES				
Operating				
General and administrative				
Total Expenses				
Income from Operations				
OTHER INCOME (EXPENSE)				
Interest income				
Interest expense				
Fuel surcharge income				
Litigation settlement costs				
Loss of purchased route				
Total Other Income (Expense)				
Income Before Provision for Income Taxes				
Provision for income taxes				
Net Income				
RETAINED EARNINGS				
Beginning of year				
End of year				

See notes to financial statements and
independent accountants' review report

Question #8							
Municipality	Amount	Years					
Borough of Mountain Lakes	\$1,690,000.00	5					
Borough of Morris Plains	\$896,000.00	6					
Borough of Lincoln Park	\$1,490,000.00	5					
Borough of Madison	\$1,219,000.00	2					
Borough of Chatham	\$1,317,000.00	6					
Borough of Butler	\$2,030,000.00	5					
Borough of Kinnelon	\$1,296,000.00	3					
Borough of Little Ferry	\$942,000.00	5					
Borough of Ramsey	\$3,469,000.00	5					
Borough of Bogota	\$1,060,000.00	6					
Borough of Wood-Ridge	\$1,345,000.00	5					
Borough of North Caldwell	\$1,710,000.00	5					
Township of West Orange	\$9,995,000.00	5					
City of Paterson	\$8,600,000.00	3					
Borough of Prospect Park	\$1,190,000.00	5					
Borough of North Haledon	\$810,000.00	5					
City of Bayonne	\$1,720,000.00	1					
Borough of Point Pleasant	\$3,497,000.00	5					
Borough of Roselle Park	\$780,000.00	3					
Borough of Roselle	\$4,040,000.00	5					
Point Pleasant Borough	\$3,497,000.00	5					
Township of Fairfield	\$1,826,000.00	5					
Borough of Ho-ho-Kus	\$2,196,000.00	5					
Borough of Oakland	\$2,091,000.00	3					
Borough of Woodland Park	\$3,198,000.00	5					
City of Garfield	\$2,969,000.00	5					
Township of Irvington	\$1,532,000.00	1					
Township of Belleville	\$5,665,000.00	5					
Borough of Allendale	\$1,116,000.00	3					
Borough of Ship Bottom	\$1,022,000.00	5					

Question #8

Municipality	Phone	Contact	Type	Pop.	From	To	Site
Borough of Lincoln Park	973-694-6100	Ellen Rose	Curb	12000	1/1/2004	12/31/2008	MCUA
City of Orange	973-266-4030	Robert Corrado	Curb	34000	8/1/2001	8/31/2006	ARF
City of East Orange	973-266-5337	Don	Curb	77000	8/1/2001	8/31/2006	ARF
Borough of Mountain Lakes	973-334-3131	Gary Webb	Rear	6000	1/1/2003	12/31/2007	MCUA
Borough of Little Ferry	201-644-9231	Barbara Maldonado	Curb	8000	1/1/2004	12/31/2008	BCUA
Borough of Ramsey	201-825-3400	Nick Sarros	Curb	14000	1/8/2008	12/31/2002	BCUA
Borough of Prospect Park	973-666-8332	Borough Clerk	Curb	8000	1/1/2003	12/31/2007	PCUA
Borough of Madison	201-652-6300	Borough Clerk	Curb	10000	1/1/2006	12/31/2009	BCUA
Borough of Butler	973-838-7200	James Lampmann	Curb	8000	1/1/2006	12/31/2009	BCUA

City of Bayonne	201-868-8028		Curb	70000	9/1/2004	8/31/2008	HCUA
Borough of Roseland	(973) 403-8024	Thomas Kozynski	Curb	6600	4/1/2002	3/31/2006	ARF
Borough of Wood-Ridge	(201) 938-0202	Diane Thornley	Curb	8000	5/1/2002	4/30/2006	BCUA

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

STOCKHOLDER STATEMENT

(If bidder is a sole proprietorship check here () and do not complete this statement)

The UNDERSIGNED, as bidder, in accordance with P.L. 1977, Chapter 33, declares and submits this Statement of Ownership.

Bidder is a Corporation (X) Partnership () Joint Venture () L.L.C. ()

Full Name of Individual (Stockholder)(Partner)	Address of Individual (Stockholder)(Partner)	Share(%) Owned
1. <u>John Roselle</u>	[REDACTED]	16.67
2. <u>Chris Roselle</u>	[REDACTED]	16.67
3. <u>Louis Roselle</u>	[REDACTED]	16.67
4. <u>Kerry Roselle</u>	[REDACTED]	16.67
5. <u>Robert Roselle</u>	[REDACTED]	16.66
6. <u>Daniel Roselle</u>	[REDACTED]	16.66
7. _____	_____	_____

Number of minority (less than 10%) owners not listed _____

TOTAL _____

100%

- Notes: 1. Attach additional sheets in this format, if necessary.
2. If a corporation or partnership is shown as a greater than 10% owner, attach similar breakdown of ("its") individual owners.

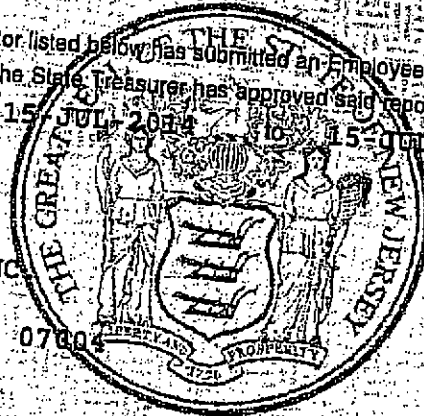
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

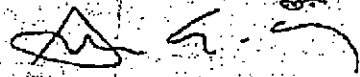
Certification 26810

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JUL 2014 to 15 JUL 2017.

SUBURBAN DISPOSAL, INC.
54 MONTESANO ROAD
FAIRFIELD

NJ 07004




Andrew P. Sidamon-Eristoff
State Treasurer

THE COMMISSIONER OF
PUBLIC UTILITIES

State of New Jersey

DEPARTMENT OF PUBLIC UTILITIES
BOARD OF
PUBLIC UTILITY COMMISSIONERS

NO. SW. 1292

TRANSFER

CERTIFICATE

OF
PUBLIC CONVENIENCE AND NECESSITY

Transferred to:

NAME SUREWASTE DISPOSAL, INC.

ADDRESS ONE MOUNT PLEASANT PARKWAY, LIVINGSTON, NEW JERSEY 07033

FOR AUTHORITY TO ENGAGE IN THE BUSINESS OF SOLID WASTE COLLECTION AS DEFINED IN
N.J.S.A. 48-13A-1 ET SEQ. AND N.J.S.A. 13-1E-1 ET SEQ. IN AND ABOUT THE STATE OF NEW JERSEY
N.J.S.W. CERTIFICATE NO. 6759

THE BOARD HEREBY GRANTS HEREIN SHALL NOT EXCEED THAT PREVIOUSLY REQUESTED IN THE APPLICATION
IN DOCKET NO. 772-149 AND AUTHORIZED BY SW NO. 1292.

ON NOVEMBER 7, 1979, IN DOCKET NO. 794-328 AUTHORIZED THE TRANSFER OF ASSETS AND
THE ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY SW NO. 1292 FROM
THE BOARD TO SUREWASTE DISPOSAL, INC. AND IS SUBJECT TO THE
ATTACHED ORDER WHICH IS MADE A PART HEREOF BY REFERENCE.

IT IS MADE A CONDITION OF THIS CERTIFICATE THAT THE HOLDER SHALL
OPERATE IN COMPLIANCE WITH THE AUTHORITY HEREBY GRANTED UNDER
THE PROVISIONS OF N.J.S.A. 48-13A-1 ET SEQ. AND N.J.S.A. 13-1E-1 ET SEQ.
AND FAILURE SO TO DO SHALL CONSTITUTE SUFFICIENT GROUNDS FOR
SUSPENSION, CHANGE OR REVOCATION, PURSUANT TO N.J.S.A. 48-1-1 ET SEQ.

Date of Issue November 7, 1979

BOARD OF PUBLIC UTILITY COMMISSIONERS

Arnold A. Calabrese
Secretary

Christine Todd Whitman
Governor



State of New Jersey
Department of Environmental Protection
Bureau of Background Disclosure Review
CN-474

Trenton, NJ 08625-0474
Phone: (609) 530-8210
Fax: (609) 530-8899

Robert C. Shian, Jr.
Commissioner

Mr. John Roselle
Suburban Disposal, Inc.
269 Sheppard Avenue
East Orange, NJ 07027

MAR 04 1995

RE: Solid Waste Transporter License
N.J.S.A. 13:1E-126 et seq.

Dear Mr. Roselle:

This is to advise you that the investigative report from the Attorney General required under N.J.S.A. 13:1E-126 et seq. has been received by the Department of Environmental Protection.

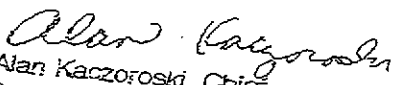
Based on our review of the investigative report, the disclosure statement, your other application papers and the Department's enforcement history, the Department is issuing a solid waste transporter license to:

SUBURBAN DISPOSAL, INC.

This letter will serve as documentation that a solid waste transporter license has been issued. This license must be renewed annually by filing the annual license update form and any other information concerning your company or its operation as required by the Department.

Questions regarding this solid waste transporters license or your Certificate of Public Convenience and Necessity should be directed to the Bureau of Background Disclosure Review at (609) 530-8210. Questions regarding vehicle registration should be directed to the Bureau of Registration at (609) 530-4004.

Sincerely,


Alan Kaczorowski, Chief
Bureau of Background Disclosure Review

AKJ:m

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
SUBURBAN DISPOSAL, INC.

TRADE NAME:

SEQUENCE NUMBER:
042572

ADDRESS:
54 MONTESANO ROAD
FAIRFIELD HILLS, NJ 07004-3340

EFFECTIVE DATE:
03/05/79

ISSUANCE DATE:
02/01/05

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0280

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at all times.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SUBURBAN DISPOSAL, INC.

Trade Name:

Address: 54 MONTESANO ROAD
FAIRFIELD, NJ 07004-3310

Certificate Number: 0446727

Effective Date: March 05, 1979

Date of Issuance: November 18, 2013

For Office Use Only:

20131118104441168

Certificate Number
674486

Registration Date: 02/08/2014
Expiration Date: 02/07/2016



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2014
Suburban Disposal Inc.

Responsible Representative(s):

John Roselle, President
Christopher Roselle, Secretary
Daniel Roselle, Owner
Robert Roselle, Owner
Kerry Roselle, Owner
Louis Rosell, Owner

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

Responsible Representative(s):

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

NON TRANSFERABLE



BUSINESS ENTITY ANNUAL STATEMENT
NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
(609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)

THIS FORM MUST BE ELECTRONICALLY FILED AT:
www.elec.state.nj.us

FORM BE

FOR STATE USE ONLY

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

Part 1: General Information

Date of Statement January 9, 2014 Activity for Calendar Year 2013 ☐ Check if Amendment

Part 2: Business Entity Information

Business Name Suburban Disposal, Inc.

Business Type Other Business Organization

Address 1 54 Montesano Rd

Address 2 _____

City Fairfield State New Jersey Zip 07004

*(Area Code) Telephone Number (973) 227 7020

ACKNOWLEDGEMENT

I have been authorized by the above named business entity to complete the annual statement.

First Name Chris Last Name Roselle

Title/Position Sec Date January 9, 2014

*(Area Code) Telephone Number (973) 227 7020

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

☒ Check this box if the business entity has not made any reportable contributions during the calendar year.

*Leave this field blank if your telephone number is unlisted. Pursuant to N.J.S.A. 47:1A-1.1, an unlisted telephone number is not a public record and must not be provided on this form.

Suburban Disposal Inc.

Vehicle List

Truck #	Year	Chassis	Model	Type	Body	Yards	Plate	Years	VIN	Condition
160	2011	AutoCar	ACX	FE	EZ Pack	40	XV529J	2	5VCACLLEXBH212318	Excellent
150	2011	AutoCar	ACX	RE	McNeilus	32	AP175E	2	5VCACLLE9DH214824	Excellent
149	2011	AutoCar	ACX	RE	McNeilus	32	AP174E	2	5VCACLLE7DH214823	Excellent
148	2011	AutoCar	ACX	RE	McNeilus	32	XY331D	2	5VCACLLE0DH214825	Excellent
147	2011	AutoCar	ACX	RE	McNeilus	32	XX198Z	2	5VCACLLE5CH213653	Excellent
146	2011	AutoCar	ACX	RE	McNeilus	32	XX199Z	2	5VCACLLE3CH213652	Excellent
145	2011	AutoCar	ACX	RE	McNeilus	32	XX200Z	2	5VCACLLE1CH213651	Excellent
144	2011	AutoCar	ACX	RE	McNeilus	32	XY178B	2	5VCACLLE3CH213358	Excellent
143	2011	AutoCar	ACX	RE	McNeilus	32	XU447Z	2	1M2K189C86M029843	Excellent
142	2011	AutoCar	ACX	RE	McNeilus	32	XU448Z	2	1M2K189C85M029842	Excellent
141	2011	AutoCar	ACX	RE	McNeilus	32	XV528J	2	5VCACLLE1BH212319	Excellent
172	2010	Mack	GRANITE	RO	American		AN826C	3	1M2AX04C5AM008010	Excellent
140	2010	AutoCar	ACX	RE	McNeilus	32	XT151T	3	5VCACLKF8AH210429	Excellent
139	2010	AutoCar	ACX	RE	McNeilus	32	AN825C	3	5VCACLKF6AH210428	Excellent
136	2009	Mack	MRU613	RE	McNeilus	32	XN894R	4	1M2AV02C49M003841	Excellent
135	2009	Mack	MRU613	RE	McNeilus	32	AN824C	4	1M2AV02C49M003840	Excellent
134	2009	Mack	MRU613	RE	McNeilus	32	AN823C	4	1M2AV02C49M003839	Excellent
133	2009	Mack	MRU613	RE	McNeilus	32	AN822C	4	1M2AV02C49M003838	Excellent
132	2009	Mack	MRU613	RE	McNeilus	17	XN890R	4	1M2AV02C49M003837	Excellent
68	2009	Mack	MRU613	FE	EZ Pack	32	XP854T	4	1M2AV02C99M003803	Excellent
138	2008	Mack	MRU613	RE	McNeilus	32	XR262N	5	1M2AV02CX8M001010	Excellent
137	2008	Mack	MRU613	RE	McNeilus	32	XP380K	5	1M2AV02C88M001006	Excellent
131	2007	Mack	MR688S	RE	McNeilus	32	XN242J	6	1M2K195C17M037980	Excellent
127	2007	Mack	MR688S	RE	McNeilus	32	XS298K	6	1M2K189C17M037994	Excellent
125	2006	Mack	MR688S	RE	McNeilus	32	XD629Y	7	1M2K189C76M030725	Excellent
124	2006	Mack	MR688S	RE	McNeilus	32	XD628Y	7	1M2K189C56M030724	Excellent
126	2005	Mack	MR688S	RE	McNeilus	32	XD627Y	8	1M2K189CX5M031348	Excellent

Suburban Disposal Inc.
Vehicle List

Truck #	Year	Chassis	Model	Type	Body	Yards	Plate	Years	VIN	Condition
123	2005	Mack	MR688S	RE	McNeilus	32	XD626Y	8	1M2K189C15M028290	Excellent
122	2005	Mack	MR688S	RE	McNeilus	32	XD625Y	8	1M2K189C55M028289	Excellent
121	2005	Mack	MR688S	RE	McNeilus	32	XD697H	8	1M2K195C95M027612	Excellent
120	2005	Mack	MR688S	RE	McNeilus	32	XD696H	8	1M2K195C75M027611	Excellent
119	2005	Mack	MR688S	RE	McNeilus	32	XC663N	8	1M2K195C85M026662	Excellent
118	2005	Mack	MR688S	RE	McNeilus	32	XB856P	8	1M2K189CX4M024589	Excellent
117	2005	Mack	MR688S	RE	McNeilus	32	XB855P	8	1M2K189C84M024512	Excellent
116	2005	Mack	MR688S	RE	McNeilus	32	XS175K	8	1M2K189C54M024516	Excellent
115	2004	Mack	MR688S	RE	McNeilus	32	XX654X	9	1M2K189C04M023998	Excellent
114	2004	Mack	MR688S	RE	McNeilus	32	AN821C	9	1M2K195C94M025101	Excellent
113	2004	Mack	MR688S	RE	McNeilus	32	XB397S	9	1M2K195C84M023825	Excellent
111	2004	Mack	MR688S	RE	McNeilus	32	X3640V	9	1M2K189C84M024090	Excellent
110	2004	Mack	MR688S	RE	McNeilus	32	X3647V	9	1M2K189C44M024006	Excellent
109	2004	Mack	MR688S	RE	McNeilus	32	X3641V	9	1M2K189C14M023993	Excellent
108	2004	Mack	MR688S	RE	McNeilus	32	X3648V	9	1M2K189C54M023818	Excellent
107	2004	Mack	MR688S	RE	McNeilus	32	XB175A	9	1M2K195C44M023823	Excellent
106	2004	Mack	MR688S	RE	McNeilus	32	XB174A	9	1M2K195C04M023446	Excellent
130	2003	Mack	MR688S	RE	McNeilus	32	XL230Y	10	1M2K195C43M021794	Excellent
129	2003	Mack	MR688S	RE	McNeilus	32	XL231Y	10	1M2K195CX3M021797	Excellent
128	2003	Mack	MR688S	RE	McNeilus	32	XL229Y	10	1M2K195C03M021503	Excellent
105	2003	Mack	MR688S	RE	McNeilus	32	XR664P	10	1M2K195CX3M022481	Excellent
104	2003	Mack	MR688S	RE	McNeilus	32	XR663P	10	1M2K195CX3M022500	Excellent
103	2003	Mack	MR688S	RE	McNeilus	32	XE518J	10	1M2K195C63M021943	Excellent
102	2003	Mack	MR688S	RE	McNeilus	32	AN820C	10	1M2K195C43M021942	Excellent
101	2003	Mack	MR688S	RE	McNeilus	32	XE519J8	10	1M2K195C23M021941	Excellent
100	2003	Mack	MR688S	RE	McNeilus	32	X5439P	10	1M2K195C03M021940	Excellent
98	2003	Mack	MR690S	RE	McNeilus	32	XS174K	10	1M2K185CX3M009272	Excellent
99	2002	Mack	MR690S	RE	McNeilus	32	XE520J	11	1M2K185C33M009405	Excellent

Suburban Disposal Inc.

Vehicle List

Truck #	Year	Chassis	Model	Type	Body	Yards	Plate	Years	VIN	Condition
94	2002	Mack	MR690S	RE	McNeilus	32	X1367M	11	1M2K185C92M009004	Excellent
112	2001	Mack	MR688S	RE	McNeilus	32	XX700X	12	1M2K195C31M018236	Excellent



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

Department of Environmental Protection
Bureau of Mobile Sources
Mandatory Diesel Retrofit Program
Mail Code 401-02E
Post Office Box 420
Trenton, New Jersey 08625-0420
Tel: (609) 292-7953, Fax: (609) 633-8236
www.StopTheSoot.org

BOB MARTIN
Commissioner

July 17, 2013

Kerry Roselle
Roselle Disposal
54 Montesano Rd
Fairfield, NJ 07004

Re: Annual Submittal/Cost Estimate
MDRP Activity Number BRT130001
Program Interest Number 469968
Submittal Received 06/24/2013
ANNUAL SUBMITTAL/COST ESTIMATE APPROVAL

Dear Kerry Roselle:

The New Jersey Department of Environmental Protection, Mandatory Diesel Retrofit Program (MDRP) has received your annual submittal/cost estimate for installing Best Available Retrofit Technology (BART) on your fleet. The annual submittal/cost estimate for installing BART on your fleet is approved.

Non-Regulated Vehicles Approved

Vehicles 175 and 176 are approved as Non-regulated vehicles. These vehicles are Solid Waste Collection Vehicles not used in a public contract. Per N.J.A.C. 7:27-32.1 the definition of "Regulated solid waste vehicle" means any diesel solid waste vehicle registered in the State, that is owned by the State, or any political subdivision thereof, or a county or municipality or any political subdivision thereof, or that is owned by a person providing solid waste services with the vehicle pursuant to a contract with the State or any political subdivision thereof, or a county or municipality or any political subdivision thereof.

Pursuant to N.J.A.C. 7:27-32.20 compliance forms must be signed by the vehicle owner. A copy of the "non-regulated vehicle" compliance form is not required to be sent to the Department. Download and print the compliance forms for each of the approved vehicles from the NJDEP Online web portal (www.njdeponline.com). Originals shall remain on

Fwd: PI 469968 SUBurban/Roselle Annual approval for Mandatory Diesel Retrofit Program

From: Danny Roselle <droselle@suburbandisposalinc.com>
To: John <jroselle@suburbandisposalinc.com>
Priority: Normal
Date: 07-20-2015 12:25 PM

Begin forwarded message:

From: Eric Roselle <eroselle@gmail.com>
Date: July 20, 2015 at 12:21:11 PM EDT
To: droselle@suburbandisposalinc.com, eroselle@suburbandisposalinc.com
Subject: Fwd: PI 469968 SUBurban/Roselle Annual approval for Mandatory Diesel Retrofit Program

----- Forwarded message -----
From: Opperman, Jana <Jana.Opperman@dep.nj.gov>
Date: Mon, Jul 20, 2015 at 12:02 PM
Subject: PI 469968 SUBurban/Roselle Annual approval for Mandatory Diesel Retrofit Program
To: "kmroselle@optonline.net" <kmroselle@optonline.net>, "eroselle@gmail.com" <eroselle@gmail.com>

Re: Annual Submittal/Cost Estimate

MDRP Activity Number BRT150001
Program Interest Number 469968
Submittal Received 07/20/2015

ANNUAL SUBMITTAL/COST ESTIMATE APPROVAL

Dear Kerry Roselle:

The New Jersey Department of Environmental Protection, Diesel Risk Reduction Program (DRRP) has received your annual submittal/cost estimate for installing Best Available Retrofit Technology (BART) on your fleet. The annual submittal/cost estimate for installing BART on your fleet is approved.

The anniversary date for your application is **July 20, 2016**. Pursuant to N.J.A.C. 7:27-32.19 you are required to submit annual supplements and/or modifications on this calendar date of every year.

Sincerely,

Jana Opperman

PS The funding for this (and other programs) has been diverted a little earlier than expected after the vote in November, but the vehicles the Mandatory Retrofit Program was intended for has pretty much run its course and retrofitted all it can. Newer vehicles with tailpipe filters already on are already coming into the fleets as you know so our Program is fading into the sunset. There will probably only be a few more years required to submit your fleet inventory. Thank you for making sure your fleet is in compliance.

Jana Opperman

Mandatory Diesel Retrofit Program

Bureau of Mobile Sources

Division of Air Quality

Mail Code 401-02E

PO Box 420

Trenton, NJ 08625-0420

609-292-7953 Program

609-292-0582 Desk

609-633-8236 FAX

www.StopTheSoot.org

QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for Solid Waste Collection and Removal Services. 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?
36 Years
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
Louis T. Roselle Inc.
Eastern Recycling Inc.
Six Brothers Associates LLC
Six Brothers Enterprises LLC
Priority Compactor Repair LLC
3. Has the bidder failed to perform any contract awarded to it by GOVERNMENT 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.
No
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 Contracting Unit in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
No
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. Please see attached.
6. List the government Solid Waste Collection and Removal Services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
Please see attached.
 - (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. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work

specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies. Please see attached.

8. Where can this equipment described above be inspected?
54 Montesano Rd., Fairfield, NJ
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.
All equipment owned.
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. All equipment owned.
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. All equipment owned.
12. List the name and address of three credit or bank references.
1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
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 bidders 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. Please see attached.
14. Additional remarks.

Notes:

1. List security holders having more than 5% voting powers in Respondent, security holders that are corporate directors, security holders that would have more than 5% voting powers if their securities were converted or if their warrants were exercised. 2. Arrange names of security holders in order of voting power commencing with the highest. 3. Indicate officers and directors with an asterisk. 4. Report the particulars called for concerning each issue and series of common stock, preferred stock, convertible bond and warrant. 5. Amount shown in column (g) with respect to non-par stock without value should be the cash value per-share of the consideration received. 6. Indicate the method used to calculate the conversion value of convertible bonds and warrants.

Name of Security Holder (a)	Address of Security Holder (b)	No. of Votes (c)	No. of Shares (d)	Authorized No. of Shares (e)	Date (f)	Par or Stated Value Per Share (g)	Amt. Actually Issued (h)	Outstanding End Of Year		Dividends Declared	
								Share (i)	Amount (j)	Rate (k)	Amount (l)
Common Stock Issued (Account 201)	54 Montecano Rd John Rosella Fairfield, NJ	16.67	16.67	16.67	1/01	16.67	16.67	16.67	167		
Christopher Roselle	Same	16.67	16.67	16.67	1/01	16.67	16.67	16.67	167		
Daniel Roselle	Same	16.67	16.67	16.67	1/01	16.67	16.67	16.67	167		
Robert Roselle	Same	16.66	16.66	16.66	1/01	16.66	16.66	16.66	166		
Kerry Roselle	Same	16.67	16.67	16.67	1/01	16.67	16.67	16.67	167		
Louis Roselle	Same	16.66	16.66	16.66	1/01	16.66	16.66	16.66	166		
Common Stock Issued (Account 202)											
Common Stock Liability or Conversion (Account 203)											
Total Common Stock		100	100	100		100	100	100	1000		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Global Underwriters Agency, Inc. 20 Highland Avenue Metuchen NJ 08840	CONTACT NAME: Lynn Perruso PHONE (A/C No. Ext): (732) 632-2790 E-MAIL: lperruso@globalindemins.com ADDRESS: 1perruso@globalindemins.com
INSURED Suburban Disposal & Eastern Recycling Inc. 54 Montesano Road Fairfield NJ 07004-3310	INSURER(S) AFFORDING COVERAGE INSURER A: Indemnity Insurance Co. Of No INSURER B: Ace Property & Casualty Ins Co. INSURER C: Axis Surplus Insurance Co INSURER D: NJ Manufacturers Group INSURER E: Lloyds of London INSURER F: Hallmark Insurance Company

CERTIFICATE NUMBER: 15-16 standard

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENT. AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC			4/7/2015	4/7/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			4/7/2015	4/7/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			4/7/2015	4/7/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			4/7/2015	4/7/2016	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	AUTO PHYSICAL DAMAGE			4/7/2015	4/7/2016	PPS & LIGHTS 1,000 Heavy's 3,000
F	EXCESS LIABILITY			4/7/2015	4/7/2016	5,000,000 XS OF 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATIONAL PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lynn Perruso/CSR49

ORD 25 (2010/05)

1025 (2010/05) 01

The ACORD

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Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Suburban Disposal

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor

 C Corporation

☐ S Corporation☐Partnership ☐ Trust/estate☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

54 Mon
City, state, and ZIP code

City, State, and ZIP Code
Fairfield, NJ 07004

List account number(s) here (optional)

Requester's name and address (optional)

Part I	Taxpayer Identification Number (TIN)
---------------	---

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person

Landi Kessel

Date ▶ 4/10/2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

City of Bayonne

Date: September 28, 2015

total number of pages: 5

TO: Suburban Disposal
Attn: John Roselle
Subject: City of Bayonne Solid
Waste/Recycling Bids

Phone 973-445-4702
Fax 973-675-1404

Email

FROM: Amy Dellabella, QPA
Purchasing Agent
CITY OF BAYONNE
630 Avenue C. Room#23
Bayonne, NJ 07002
purchasing@baynj.org

Phone 201-858-6090
Fax 201-858-2600

REMARKS: ☒ Urgent ☒ For your review ☐ Reply ASAP ☐ Please Comment

Attached are some questions & answers that were posed by a bidder, for your information.

Regards,

Amy Dellabella

City's Responses to Questions Submitted by A Bidder

SOLID WASTE REMOVAL AND PROCESSING

Bid Opening Date: October 2, 2015

10:00 a.m.

1. Who is the current contractor and what is the current price?

Suburban Disposal, Inc.

Original Contract: August 1, 2014 through July 31, 2015 - original amount \$1,196,000.00

First Amendment (Emergency Contract): August 1, 2015 through Sept. 30, 2015 - additional amount \$ 199,333.32

Second Amendment (Emergency Contract): Oct. 1, 2015 through Oct. 31, 2015 - additional amount \$ 99,666.66

2. Can you provide the collection schedule for solid waste, either by describing the zones or a map of the collection zones?

Collection Days	Materials to be Collected	Pick-Up Zones
Mondays	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	1st Street to 16th Street (Excluding Broadway)
Tuesdays	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	Broadway - From 1st Street to City Line
	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	16th Street to 32nd Street
Wednesdays	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	32nd Street to City Line (Excluding Broadway)
Thursdays	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	1st Street to 16th Street (Excluding Broadway)
Fridays	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	Broadway - From 1st Street to City Line
	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	16th Street to 32nd Street
Saturdays	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	32nd Street to City Line (Excluding Broadway)

3. Page 12 allows the City to terminate the contract for convenience with 30 days notice. Given the significant capital investment and startup costs for a job of this size, it would appear unreasonable and costly for the City to contract under these terms. Would the City consider alternate language and/or more specific and/or for cause reasons for cancellation?

Every contract the City enters into contains such a provision.

4. Page 23 - (4) Housing Authority Buildings, Random Locations - you have listed 5 locations where the contractor is to provide barrels as requested - can you advise what size "barrel" and how many are required? At a minimum, can you advise how many residential dwelling units are at each Housing Authority location?

a) Contractor to provide at least one 48 gallon barrel should the City request. (An example spec is attached.)

b) The number of units for each Housing Authority Building is as follows:

Pamrapo Gardens -166
 Bergen Point Gardens - 108
 Centerville Garden - 108
 Latourette Gardens - 162
 Kill Van Kull Gardens & Annex - 200
 Back Bay Gardens - 250
 Post Road Gardens - 250
 Bridgeview Manor - 256
 Eastside Gardens - 65
 Constable Hook Village 24 & 50 East 21st St. - 176

5. Page 23 - (4) Housing Authority Buildings - you indicate that for Latourette Gardens, contractor is to provide 2 - 6 yard dumpsters at each location. How many pick-up locations are there for this location?

There are two (2) pick-up locations.

6. Page 23 - (4) Housing Authority Buildings - you indicate that for Bridgeview Manor, contractor is to provide six yard dumpster(s) if instructed by the City? Potentially, how many would be needed, requested?

Six (6) dumpsters would be needed if instructed by the City.

7. Page 24, (6) Municipal Litter Receptacles - The last sentence states "The Contractor shall be required to replace all internal containers where appropriate." What size and type of container is required in these receptacles?

48 gal. wire baskets. (An example spec is attached.)

8. Page 24, 5.4A indicates the Contractor is to supply 6 yd. containers for commercial establishments - how many commercial establishments currently have or are eligible for these containers?

Paragraph 5.4 refers to "residential, commercial and institutional waste" to be picked up from the schools and public housing buildings identified in paragraph 5.3(4). It does not refer to commercial "establishments."

9. Page 26, 5.6, Solid Waste Disposal - B - indicates that the contractor will be responsible for any additional costs that are associated with the City designating an alternate or additional disposal site. This seems unreasonable given that the City could re-direct the contractor to sites significantly further away with no means of compensation for the contractor. Would the City consider alternate language here?

Paragraph 5.6 (B) contemplates alternate or additional designations for disposal if so directed under the Hudson County District Solid Waste Management Plan in the event the designated facility no longer accepts waste. It stands to reason that a replacement facility would be located in close proximity to Hudson County and not "significantly further away."

10. Can you provide a breakdown of Type 10 and Type 13 waste tonnage? The specs have the two types combined and given that you are requiring separate collection, the volume of each type is essential information.

Type 10 Waste - 31,636.13 tons (2014)

Type 13 Waste - 41.59 tons (2014)

Total Tonnage - 31,677.72 (2014)

11. You list 1149 commercial units in Attachment #1 - do all of these units qualify for collection under this contract?

Yes

12. Of the 11,277 housing units, how many are serviced via dumpsters and how many are serviced curbside?

Approximately 99% are curbside.

13. Page 22, Public Facilities - All City Parks and Playgrounds - you have no listings under this category. Are these serviced via dumpster or curbside collection? Can you quantify the work under this category?

They are serviced by trash receptacles and are included in the "400 trash receptacles" located throughout the City.

14. Does the City place any limits on the quantity of waste to be collected at each stop?

No

15. As you require separate collection for Type 13 (bulky waste), is this done on every collection day, or is there a different specific schedule for this?

Every collection day - Limit 4 Bulky Items Per Day

16. The U.S. Census indicates 25,237 households in City of Bayonne, NJ. The specs indicate 11,277. The bid spec population number is extremely close to the U.S. Census number, so we're trying to understand the huge discrepancy in the household unit count. We're unsure whether the specs are correct; whether the spec counts represent only curbside collected units; or whether there are housing units that are not collected under this contract (i.e. commercial apartments that obtain their own services)?

The spec counts represent physical units (structures). There may be several households in any given unit. In fact, of the 11,277 units, the specs reflect that 6,560 are multi-family, which means there are at least 2 households in each of those units.

17. The trash tonnage - 31,677.72 for 2014 would appear high, but possibly reasonable for the U.S. Census count of 25,237 housing units. For 11,277 bid specification units (even adding in the 1149 commercial units), it represents 98.05#/unit per week. This is more than double what we would expect. If the tonnage is correct, we presume that the unit count is not, but it would seem something isn't right?

See answer to No. 16 above. There may be 25,237 households located / residing within 6,560 (of the 11,277 total units) which are multi-family units

18. The recyclable materials tonnage of 38,785.51 is significantly higher than the quoted trash tonnage. We think this may be the City's total recycling tonnage from their NJDEP annual report (which includes all recycling activity and not just that associated with your recycling collection contract and the units serviced under this contract)?

The numbers are accurate based on City records. Do note that the Type 10 & 13 Waste Tonnage (31,677.72) is for year 2014; while the recyclable materials tonnage (38,785.51) is for year 2013. The recyclable material tonnage for year 2014 is 33,801.96. The solid waste tonnage for year 2013 was 31,493.59. So it appears that the recyclable tonnage is higher than the solid waste tonnage.

19. Are we correct in assuming that we collect no C & D (Type 13C) materials - i.e. construction/demolition/remodeling debris?

Yes, collection of construction/demolition/remodeling debris is not contemplated in the contract.

AMENDMENT TO A G R E E M E N T #CY15-087
BETWEEN THE CITY OF BAYONNE AND
SUBURBAN DISPOSAL, INC.

WHEREAS, pursuant to Resolution No. 15-10-21-047 adopted October 21, 2015 the Municipal Council authorized an agreement with Suburban Disposal, Inc., ("Suburban") 54 Montesano Road, Fairfield, New Jersey for the Collection of Solid Waste (CY15-087) for a three the (3) year period commencing November 1, 2015 and ending October 31, 2018 for a total contract amount of \$4,440,000 (the "Solid Waste Contract"); and

WHEREAS, to better meet the needs of the Board of Education, the City seeks to change the scope of work set forth in the Solid Waste Contract to provide for the pick-up of solid waste from Grammar and High Schools on Tuesdays instead of Mondays; and

WHEREAS, the City further seeks to amend the scope of work set forth in the Solid Waste Contract to include the purchase of four (4) additional eight (8) yard dumpsters for use at Bayonne High School; and

WHEREAS, pursuant to its proposal attached hereto, Suburban has agreed to reschedule the pick-up solid waste at all Grammar and High Schools from Monday to Tuesday at a cost of \$52,000.00 per year; and

WHEREAS, pursuant to its proposal attached hereto, Suburban has also agreed to provide of four (4) additional eight (8) yard dumpsters for use at Bayonne High School at a one time cost of \$8,500.00 which includes delivery and installation; and

WHEREAS, the Collection of Solid Waste is essential for the health, safety and general welfare of the citizens of Bayonne; and

WHEREAS, the Municipal Council adopted Resolution 16-01-20-043 on January 20, 2016 authorizing an amendment to the aforesaid Agreement No. CY15-087 with Suburban Disposal, Inc., 54 Montesano Road, Fairfield, New Jersey for the Collection of Solid Waste so as to provide for the pick-up solid waste from Grammar and High Schools on Tuesdays instead of Mondays at an additional cost of \$43,333.33 for the ten (10) month period commencing January 1, 2016 through October 31, 2016 and \$52,000 per year for the two (2) year period commencing November 1, 2-16 and ending October 31, 2018 for a total additional amount of \$147,333.33 payable monthly and to include the purchase of four (4) additional eight (8) yard dumpsters for use at Bayonne High School at a one time cost of \$8,500, making the total contract amount \$4,595,833.33;

NOW, THEREFORE, it is on this _____ day of _____, 2016, the parties mutually agree as follows:

1. Agreement No. CY15-087 with Suburban Disposal, Inc., 54 Montesano Road, Fairfield, New Jersey for the Collection of Solid Waste is hereby amended so as to provide for the pick-up solid waste from Grammar and High Schools on Tuesdays instead of Mondays at an additional cost of \$43,333.33 for the ten (10) month period commencing January 1, 2016 through October 31, 2016 and \$52,000 per year for the two (2) year period commencing November 1, 2-16 and ending October 31, 2018 for a total additional amount of \$147,333.33 payable monthly and to include the purchase of four (4) additional eight (8) yard dumpsters for use at Bayonne High School at a one time cost of \$8,500, making the total contract amount \$4,595,833.33.

2. All other terms and conditions of the contract remain the same.

Witness:

By: _____

SUBURBAN DISPOSAL, INC.

By: _____
John Roselle, President

Attest:

CITY OF BAYONNE

By: _____
Robert F. Sloan, City Clerk

By: _____
James M. Davis, Mayor

APPROVED AS TO FORM:

By: _____
John F. Coffey, II, Esq., Corporation Counsel

MUNICIPAL COUNCIL OF THE CITY OF BAYONNE
RESOLUTION NO. 16-01-20-043

WHEREAS, pursuant to Resolution No. 15-10-21-047 adopted October 21, 2015 the Municipal Council authorized an agreement with Suburban Disposal, Inc., ("Suburban") 54 Montesano Road, Fairfield, New Jersey for the **Collection of Solid Waste (CY15-087)** for a three (3) year period commencing November 1, 2015 and ending October 31, 2018 for a total contract amount of \$4,440,000 (the "Solid Waste Contract"); and

WHEREAS, pursuant to Resolution No. 15-10-21-048 adopted October 21, 2015 the Municipal Council authorized an agreement with Suburban Disposal, Inc., ("Suburban") 54 Montesano Road, Fairfield, New Jersey for the **Collection of Recyclable Materials (CY15-086)** for a three the (3) year period commencing November 1, 2015 and ending October 31, 2018 (the "Recyclables Contract"); and

WHEREAS, to better meet the needs of the Board of Education, the City seeks to change the scope of work set forth in the Solid Waste Contract to provide for pick-up of solid waste from Grammar and High Schools on Tuesdays instead of Mondays and to change the scope of work in the Recyclables Contract to provide for the pick-up of recyclable materials two (2) days each week, namely, Wednesdays and Thursdays; and

WHEREAS, pursuant to its proposal attached hereto, Suburban has agreed to pick-up solid waste from Grammar and High Schools on Tuesdays instead of Mondays at an additional cost of \$43,333.33 for the ten (10) month period commencing January 1, 2016 through October 31, 2016 and \$52,000 per year for the two (2) year period commencing November 1, 2016 and ending October 31, 2017 for a total additional amount of \$147,333.33 payable monthly for the remainder of three (3) year Contract term. However, there will be no additional charge for the additional day of recyclable pick-up at the Grammar and High Schools; and

WHEREAS, the City further seeks to amend the scope of work set forth in the Solid Waste Contract to include the purchase of four (4) additional eight (8) yard dumpsters for use at Bayonne High School; and

WHEREAS, pursuant to its proposal attached hereto, Suburban has agreed to supply same at a one time additional cost of \$8,500; and

WHEREAS, the Collection of Solid Waste and Recyclables is essential for the health, safety and general welfare of the citizens of Bayonne; and

WHEREAS, funds are certified as available in Account 01-201-32-465-2-020 pending adoption of the CY2016 and future budgets; and

WHEREAS, this resolution is subject to the adoption of an Interlocal Agreement between the Bayonne Board of Education and the City of Bayonne whereby the Bayonne Board

of Education shall reimburse the City of Bayonne for costs associated with providing collection of solid waste and recyclable materials from the schools; now, therefore, be it

RESOLVED, by the Municipal Council of the City of Bayonne as follows:

1. The Mayor and City Clerk are hereby authorized to enter into an Amendment to Agreement No. **CY15-087** with Suburban Disposal, Inc., 54 Montesano Road, Fairfield, New Jersey for the **Collection of Solid Waste** for a three (3) year period commencing **November 1, 2015** and ending **October 31, 2018** so as to provide for the pick-up of solid waste from Grammar and High Schools on Tuesdays instead of Mondays at an additional cost of \$43,333.33 for the ten (10) month period commencing January 1, 2016 through October 31, 2016 and \$52,000 per year for the two (2) year the period commencing November 1, 2016 and ending October 31, 2018 for a total additional amount of \$147,333.33 payable monthly and to include the purchase of four (4) additional eight (8) yard dumpsters for use at Bayonne High School at a one time cost of \$8,500, making the total contract amount **\$4,595,833.33**; and
2. Funds shall be charged to Account **01-201-32-465-2-020** pending adoption of the CY2016 and future budgets.
3. All other terms and conditions of Agreement No. **CY15-087** shall remain the same.
4. The Mayor and City Clerk are hereby authorized to enter into an Amendment to Agreement No. **CY15-086** with Suburban Disposal, Inc., 54 Montesano Road, Fairfield, New Jersey for the **Collection of Recyclable Materials** for a three (3) year period commencing **November 1, 2015** and ending **October 31, 2018** so as to provide for the pick-up of recyclable materials from Grammar and High Schools two (2) days each week, namely, Wednesdays and Thursdays commencing as of January 1, 2016 through October 31, 2018 at no additional cost.
5. All other terms and conditions of Agreement No. **CY15-086** shall remain the same.
6. This resolution is subject to the adoption of an Interlocal Agreement between the Bayonne Board of Education and the City of Bayonne whereby the Bayonne Board of Education shall reimburse the City of Bayonne for costs associated with providing collection of solid waste and recyclable materials from the schools.

SF:nmi

A TRUE COPY



CITY CLERK

MUNICIPAL COUNCIL OF THE CITY OF BAYONNE
RESOLUTION NO. 16-03-16- 072

WHEREAS, pursuant to Resolution No. 15-10-21-047 adopted October 21, 2015 the Municipal Council authorized an agreement with Suburban Disposal, Inc., ("Suburban") 54 Montesano Road, Fairfield, New Jersey for the **Collection of Solid Waste (CY15-087)** for a three (3) year period commencing November 1, 2015 and ending October 31, 2018 for a total contract amount of \$4,440,000 (the "Solid Waste Contract"); and

WHEREAS, pursuant to Resolution No. 15-10-21-048 adopted October 21, 2015 the Municipal Council authorized an agreement with Suburban Disposal, Inc., ("Suburban") 54 Montesano Road, Fairfield, New Jersey for the **Collection of Recyclable Materials (CY15-086)** for a three the (3) year period commencing November 1, 2015 and ending October 31, 2018 (the "Recyclables Contract"); and

WHEREAS, to better meet the needs of the Board of Education, the City sought to change the scope of work set forth in the Solid Waste Contract to provide for pick-up of solid waste from Grammar and High Schools on Tuesdays instead of Mondays and to change the scope of work in the Recyclables Contract to provide for the pick-up of recyclable materials two (2) days each week, namely, Wednesdays and Thursdays; and

WHEREAS, the Municipal Council adopted Resolution No. 16-01-20-043 on January 20, 2016 authorizing the following:

1. The Mayor and City Clerk to enter into an Amendment to Agreement No. **CY15-087** with Suburban Disposal, Inc., 54 Montesano Road, Fairfield, New Jersey for the **Collection of Solid Waste** for a three (3) year period commencing **November 1, 2015** and ending **October 31, 2018** so as to provide for the pick-up of solid waste from Grammar and High Schools on Tuesdays instead of Mondays at an additional cost of \$43,333.33 for the ten (10) month period commencing January 1, 2016 through October 31, 2016 and \$52,000 per year for the two (2) year the period commencing November 1, 2016 and ending October 31, 2018 for a total additional amount of \$147,333.33 payable monthly and to include the purchase of four (4) additional eight (8) yard dumpsters for use at Bayonne High School at a one-time cost of \$8,500, making the total contract amount **\$4,595,833.33**; and

2. The Mayor and City Clerk to enter into an Amendment to Agreement No. **CY15-086** with Suburban Disposal, Inc., 54 Montesano Road, Fairfield, New Jersey for the **Collection of Recyclable Materials** for a three (3) year period commencing **November 1, 2015** and ending **October 31, 2018** so as to provide for the pick-up of recyclable materials from Grammar and High Schools two (2) days each week, namely, Wednesdays and Thursdays commencing as of January 1, 2016 through October 31, 2017 at no additional cost; and

WHEREAS, said Resolution was subject to the adoption of an Interlocal Agreement between the Bayonne Board of Education and the City of Bayonne whereby the Bayonne Board

of Education would reimburse the City of Bayonne for costs associated with providing collection of solid waste and recyclable materials from the schools; and

WHEREAS, the Municipal Council adopted Resolution No. 16-01-20-044 authorizing an Interlocal Services Agreement with the Bayonne Board of Education for reimbursement of the aforesaid costs associated with the amendments to Agreement No. CY15-087 and Agreement No. CY15-086 providing for collection of solid waste and recyclables from the Grammar and High Schools; and

WHEREAS, the Bayonne Board of Education has agreed to reimburse the City for the aforesaid costs associated with the amendments to Agreement No. CY15-087 and Agreement No. CY15-086 providing for collection of solid waste and recyclables from the Grammar and High Schools; and

WHEREAS, the Bayonne Board of Education has advised the City that said costs were not included in its FY2016 budget but would be made available upon the adoption of its FY2017 budget commencing July 1, 2016 including reimbursement of retroactive costs commencing from January 1, 2016 through June 30, 2016 in the amount of \$34,499.98 representing the one-time charge of \$8,500.00 for the aforesaid four (4) additional dumpsters and \$25,999.98 representing additional costs associated with the pick-up of solid waste from Grammar and High Schools on Tuesdays instead of Mondays for the six (6) month period commencing January 1, 2016 through June 30, 2016 payable at the rate of \$4,333.33 per month; and

WHEREAS, Suburban has provided the Bayonne Board of Education with the aforesaid four (4) additional dumpsters and has also provided for the pick-up of solid waste from Grammar and High Schools on Tuesdays instead of Mondays from the period commencing January 1, 2016 and has submitted invoices to the City which have included charges for the additional services rendered for the period commencing January 1, 2016 through February 29, 2016 and the additional one-time charge of \$8,500.00 for the aforesaid additional four (4) dumpsters totaling \$17,166.66; and

WHEREAS, the Bayonne Board of Education and the City are in the process of finalizing the aforementioned Interlocal Services Agreement; and

WHEREAS funds were certified as available in Account #01-201-32-465-2-020; and

WHEREAS, the collection of solid waste and recyclables is essential for the health, safety and welfare of the citizens of Bayonne; and

WHEREAS, in order to ensure the continued collection of solid waste and recyclable materials throughout the City, the Treasurer will issue payment to Suburban which included \$17,166.66 representing payment for the aforesaid additional solid waste collection services payable at the rate of \$4,333.33 per month and the additional one-time charge for the four (4) additional dumpster of \$8,500.00; now, therefore, be it

RESOLVED, by the Municipal Council as follows:

1. The Treasurer is hereby authorized to issue payment to Suburban in the amount of \$17,166.66 representing payment for the aforesaid additional solid waste collection services payable at the rate of \$4,333.33 per month for the period commencing January 1, 2016 through February 29, 2016 and the additional one-time charge for the four (4) additional dumpsters of \$8,500.00.

2. The Municipal Treasurer is hereby authorized to continue issuing the additional payment of \$4,333.33 per month to Suburban for the period commencing March 1, 2016 through June 30, 2016 for the aforesaid additional solid waste collection services for a total amount of \$17,333.32 pending reimbursement by the Bayonne Board of Education.

3. Funds shall be charged to Account No. #01-201-32-465-2-020.

4. The Mayor and City Clerk are hereby authorized to execute the aforesaid Amendments to Agreement No. CY15-087 and Agreement No CY15-086 with Suburban prior to the finalization and execution of the aforesaid Interlocal Agreement with the Bayonne Board of Education.

SECOND AMENDMENT TO A G R E E M E N T #CY15-087
BETWEEN THE CITY OF BAYONNE AND
SUBURBAN DISPOSAL, INC.

WHEREAS, pursuant to Resolution No. 15-10-21-047 adopted October 21, 2015 the Municipal Council authorized an agreement with Suburban Disposal, Inc., ("Suburban") 54 Montesano Road, Fairfield, New Jersey for the Collection of Solid Waste (CY15-087) for a three (3) year period commencing November 1, 2015 and ending October 31, 2018 for a total contract amount of \$4,440,000; and

WHEREAS, pursuant to Resolution No. 16-01-20-043 adopted on January 20, 2016, the City executed a contract amendment with Suburban providing for the collection of solid waste from Grammar and High Schools on Tuesdays instead of Mondays at an additional cost of \$43,333.33 for a ten (10) month period commencing January 1, 2016 through October 31, 2016 and \$52,000.00 per year for the two (2) year period commencing November 1, 2016 and ending October 31, 2017 for a total additional amount of \$147,333.33 payable monthly for the remainder of three (3) year Contract term making the total contract amount \$4,595,833.33; and

WHEREAS, the Bayonne Board of Education subsequently requested the collection of solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days in order to address the waste collection needs of the public schools and better serve the community; and

WHEREAS, Suburban Disposal, Inc., agreed to collect solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days for an additional amount of \$1,000.00 per week commencing November 1, 2016; and

WHEREAS, the Collection of Solid Waste and Recyclables is essential for the health, safety and general welfare of the citizens of Bayonne; and

WHEREAS, the Director of Public Works authorized Suburban to collect solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days in order to address the waste collection needs of the public schools and better serve the community, commencing November 1, 2016; and

WHEREAS, funds are certified as available in Account 01-203-32-465-2-020 for CY2016 and 01-201-32-465-2-020; and

WHEREAS, the Municipal Council adopted Resolution 17-01-18-036 on January 18, 2017 ratifying and affirming the actions of the Director of Public Works in authorizing Suburban to collect solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days for an additional amount of \$1,000.00 per week commencing November 1, 2016 and authorizing a Second Amendment to Agreement No. CY15-087 with Suburban Disposal, Inc. for same for an additional amount of \$1,000.00 per week commencing November 1, 2016 for a total additional contract amount of \$104,000.00 making the total contract amount \$4,699,833.33.

NOW, THEREFORE, it is on this 16th day of February, 2017, the parties mutually agree as follows:

1. Agreement No. CY15-087 with Suburban Disposal, Inc., 54 Montesano Road, Fairfield, New Jersey for the Collection of Solid Waste is hereby amended so as to provide for the collection of solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days for an additional amount of \$1,000.00 per week commencing November 1, 2016 and authorizing a Second Amendment to Agreement No. CY15-087 with Suburban Disposal, Inc. for same for an additional amount of \$1,000.00 per week commencing November 1, 2016 for a total additional contract amount of \$104,000.00 making the total contract amount \$4,699,833.33.

2. All other terms and conditions of the contract remain the same.

Witness:

By: [Signature]

SUBURBAN DISPOSAL, INC.

By: [Signature]

John Roselle, President

Attest:

By: [Signature]

Robert F. Sloan, City Clerk

CITY OF BAYONNE

By: [Signature]

James M. Davis, Mayor

APPROVED AS TO FORM:

By: [Signature]

John F. Coffey II, Esq., Law Director

MUNICIPAL COUNCIL OF THE CITY OF BAYONNE
RESOLUTION NO. 17-01-18.

-036

WHEREAS, pursuant to Resolution No. 15-10-21-047 adopted October 21, 2015 the Municipal Council authorized an agreement with Suburban Disposal, Inc., ("Suburban") 54 Montesano Road, Fairfield, New Jersey for the **Collection of Solid Waste (CY15-087)** for a three (3) year period commencing November 1, 2015 and ending October 31, 2018 for a total contract amount of \$4,440,000; and

WHEREAS, pursuant to Resolution No. 16-01-20-043 adopted on January 20, 2016, the City executed a contract amendment with Suburban providing for the collection of solid waste from Grammar and High Schools on Tuesdays instead of Mondays at an additional cost of \$43,333.33 for a ten (10) month period commencing January 1, 2016 through October 31, 2016 and \$52,000.00 per year for the two (2) year period commencing November 1, 2016 and ending October 31, 2017 for a total additional amount of \$147,333.33 payable monthly for the remainder of three (3) year Contract term making the total contract amount \$4,595,833.33; and

WHEREAS, the Bayonne Board of Education subsequently requested the collection of solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days in order to address the waste collection needs of the public schools and better serve the community; and

WHEREAS, Suburban Disposal, Inc., agreed to collect solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days for an additional amount of \$1,000.00 per week commencing November 1, 2016; and

WHEREAS, the Collection of Solid Waste and Recyclables is essential for the health, safety and general welfare of the citizens of Bayonne; and

WHEREAS, the Director of Public Works authorized Suburban to collect solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days in order to address the waste collection needs of the public schools and better serve the community, commencing November 1, 2016; and

WHEREAS, funds are certified as available in Account **01-203-32-465-2-020** for **CY2016** and **01-201-32-465-2-020** pending adoption of the CY2017 and CY2018 budgets; now, therefore, be it

RESOLVED, by the Municipal Council of the City of Bayonne as follows:

1. The actions of the Director of Public Works in authorizing Suburban to collect solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days for an additional amount of \$1,000.00 per week commencing November 1, 2016 are hereby ratified and affirmed.
2. The Mayor and City Clerk are hereby authorized to enter into a Second Amendment to Agreement No. **CY15-087** with Suburban Disposal, Inc., 54 Montesano

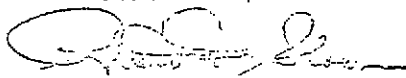
Road, Fairfield, New Jersey for the **Collection of Solid Waste** for a three (3) year period commencing **November 1, 2015** and ending **October 31, 2018** so as to provide for the pick-up of solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days for an additional amount of \$1,000.00 per week commencing November 1, 2016 for a total additional contract amount of \$104,000.00 making the total contract amount **\$4,699,833.33**; and

2. Funds shall be charged to Account **01-203-32-465-2-020** for CY2016 and **01-201-32-465-2-020** pending adoption of the CY2017 and CY2018 budgets.

3. All other terms and conditions of Agreement No. **CY15-087** shall remain the same.

SF:nmi

A TRUE COPY


CITY CLERK

QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for Solid Waste Collection and Removal Services. 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?

36 Years

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

Louis T. Roselle Inc.
Eastern Recycling Inc.
Six Brothers Associates LLC
Six Brothers Enterprises LLC
Priority Compactor Repair LLC

3. Has the bidder failed to perform any contract awarded to it by Government 1307 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.

No

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 contracting unit in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

No

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. Please see attached.

6. List the government Solid Waste Collection and Removal Services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.

Please see attached.

(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. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work

specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies. Please see attached.

8. Where can this equipment described above be inspected?

54 Montesano Rd., Fairfield, NJ

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.

All equipment owned.

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. All equipment owned.

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. All equipment owned.

12. List the name and address of three credit or bank references.

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]

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 bidders 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. Please see attached.

14. Additional remarks.

Notes:

Name of Security Holder (a)	Address of Security Holder (b)	No. of Votes (c)	No. of Shares (d)	Authorized No. of Shares (e)	Date (f)	Par or Stated Value Per Share (g)	Amt. Actually Issued (h)	Outstanding End Of Year		Dividends Declared	
								Share (i)	Amount (j)	Rate (k)	Amount (l)
Common Stock Issued (Account 201)	54 Montesano Rd										
John Roselle	Fairfield, NJ	16.67	16.67	16.67	1/01	16.67	16.67	16.67	167		
Christopher Roselle	Same	16.67	16.67	16.67	1/01	16.67	16.67	16.67	167		
Daniel Roselle	Same	16.67	16.67	16.67	1/01	16.67	16.67	16.67	167		
Robert Roselle	Same	16.66	16.66	16.66	1/01	16.66	16.66	16.66	166		
Kerry Roselle	Same	16.67	16.67	16.67	1/01	16.67	16.67	16.67	167		
Louis Roselle	Same	16.66	16.66	16.66	1/01	16.66	16.66	16.66	166		
Common Stock Issued (Account 202)											
Common Stock Liability or Conversion (Account 203)											
Total Common Stock		100	100	100		100	100	100	1000		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Global Underwriters Agency, Inc. 20 Highland Avenue Metuchen NJ 08840		CONTACT NAME: Lynn Perruso PHONE (A/C No. Ext): (732) 632-2790 E-MAIL ADDRESS: lperruso@globalindemins.com FAX (A/C No.): (732) 632-2779	
INSURED Suburban Disposal & Eastern Recycling Inc. 54 Montesano Road Fairfield NJ 07004-3310		INSURER(S) AFFORDING COVERAGE INSURER A: Indemnity Insurance Co. Of No INSURER B: Ace Property & Casualty Ins Co. INSURER C: Axis Surplus Insurance Co INSURER D: NJ Manufacturers Group INSURER E: Lloyds of London INSURER F: Hallmark Insurance Company	

CERTIFICATE NUMBER: 15-16 standard

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		[REDACTED]	4/7/2015	4/7/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS					
	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	4/7/2015	4/7/2016	WC STATU-TORY LIMITS ☒ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	3 AUTO PHYSICAL DAMAGE 7 EXCESS LIABILITY					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)				4/7/2015	4/7/2016	PPS & LIGHTS 1,000 Heavy's 3,000 5,000,000 XS OF 5,000,000

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATIONAL PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lynn Perruso/CSR49

ORD 25 (2010/05)

025 (2010/05) 01

The ACORD

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**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Suburban Disposal

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
54 Montesano Rd
City, state, and ZIP code
Fairfield, NJ 07004

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

Employer identification number

--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Randi Kozell Date ▶ 12/01/2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

City of Bayonne

Date: September 28, 2015

total number of pages: 5

TO: Suburban Disposal
Attn: John Roselle
Subject: City of Bayonne Solid
Waste/Recycling Bids

Phone 973-445-4702
Fax 973-675-1404

Email

FROM: Amy Dellabella, QPA
Purchasing Agent
CITY OF BAYONNE
630 Avenue C. Room#23
Bayonne, NJ 07002
purchasing@baynj.org

Phone 201-858-6090
Fax 201-858-2600

REMARKS: ☒ Urgent ☒ For your review ☐ Reply ASAP ☐ Please Comment

Attached are some questions & answers that were posed by a bidder, for your information.

Regards,

Amy Dellabella

City's Responses to Questions Submitted by A Bidder

SOLID WASTE REMOVAL AND PROCESSING

Bid Opening Date: October 2, 2015

10:00 a.m.

1. Who is the current contractor and what is the current price?

Suburban Disposal, Inc.

Original Contract: August 1, 2014 through July 31, 2015 - original amount \$1,196,000.00

First Amendment (Emergency Contract): August 1, 2015 through Sept. 30, 2015 - additional amount \$ 199,333.32

Second Amendment (Emergency Contract): Oct. 1, 2015 through Oct. 31, 2015 - additional amount \$ 99,666.66

2. Can you provide the collection schedule for solid waste, either by describing the zones or a map of the collection zones?

Collection Days	Materials to be Collected	Pick-Up Zones
Mondays	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	1st Street to 16th Street (Excluding Broadway)
Tuesdays	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	Broadway - From 1st Street to City Line
	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	16th Street to 32nd Street
Wednesdays	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	32nd Street to City Line (Excluding Broadway)
Thursdays	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	1st Street to 16th Street (Excluding Broadway)
Fridays	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	Broadway - From 1st Street to City Line
	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	16th Street to 32nd Street
Saturdays	Household and Bulky Garbage (Limit - 4 Bulky Items Per Day)	32nd Street to City Line (Excluding Broadway)

3. Page 12 allows the City to terminate the contract for convenience with 30 days notice. Given the significant capital investment and startup costs for a job of this size, it would appear unreasonable and costly for the City to contract under these terms. Would the City consider alternate language and/or more specific and/or for cause reasons for cancellation?

Every contract the City enters into contains such a provision.

4. Page 23 - (4) Housing Authority Buildings, Random Locations - you have listed 5 locations where the contractor is to provide barrels as requested - can you advise what size "barrel" and how many are required? At a minimum, can you advise how many residential dwelling units are at each Housing Authority location?

a) Contractor to provide at least one 48 gallon barrel should the City request. (An example spec is attached.)

b) The number of units for each Housing Authority Building is as follows:

**Pamrapo Gardens - 166
Bergen Point Gardens - 108
Centerville Garden - 108
Latourette Gardens - 162
Kill Van Kull Gardens & Annex - 200
Back Bay Gardens - 250
Post Road Gardens - 250
Bridgeview Manor - 256
Eastside Gardens - 65
Constable Hook Village 24 & 50 East 21st St. - 176**

5. Page 23 - (4) Housing Authority Buildings - you indicate that for Latourette Gardens, contractor is to provide 2 - 6 yard dumpsters at each location. How many pick-up locations are there for this location?

There are two (2) pick-up locations.

6. Page 23 - (4) Housing Authority Buildings - you indicate that for Bridgeview Manor, contractor is to provide six yard dumpster(s) if instructed by the City? Potentially, how many would be needed, requested?

Six (6) dumpsters would be needed if instructed by the City.

7. Page 24, (6) Municipal Litter Receptacles - The last sentence states "The Contractor shall be required to replace all internal containers where appropriate." What size and type of container is required in these receptacles?

48 gal. wire baskets. (An example spec is attached.)

8. Page 24, 5.4A indicates the Contractor is to supply 6 yd. containers for commercial establishments - how many commercial establishments currently have or are eligible for these containers?

Paragraph 5.4 refers to "residential, commercial and institutional waste" to be picked up from the schools and public housing buildings identified in paragraph 5.3(4). It does not refer to commercial "establishments."

9. Page 26, 5.6, Solid Waste Disposal - B - indicates that the contractor will be responsible for any additional costs that are associated with the City designating an alternate or additional disposal site. This seems unreasonable given that the City could re-direct the contractor to sites significantly further away with no means of compensation for the contractor. Would the City consider alternate language here?

Paragraph 5.6 (B) contemplates alternate or additional designations for disposal if so directed under the Hudson County District Solid Waste Management Plan in the event the designated facility no longer accepts waste. It stands to reason that a replacement facility would be located in close proximity to Hudson County and not "significantly further away."

10. Can you provide a breakdown of Type 10 and Type 13 waste tonnage? The specs have the two types combined and given that you are requiring separate collection, the volume of each type is essential information.

Type 10 Waste - 31,636.13 tons (2014)
 Type 13 Waste - 41.59 tons (2014)
 Total Tonnage - 31,677.72 (2014)

11. You list 1149 commercial units in Attachment #1 - do all of these units qualify for collection under this contract?

Yes

12. Of the 11,277 housing units, how many are serviced via dumpsters and how many are serviced curbside?

Approximately 99% are curbside.

13. Page 22, Public Facilities - All City Parks and Playgrounds - you have no listings under this category. Are these serviced via dumpster or curbside collection? Can you quantify the work under this category?

They are serviced by trash receptacles and are included in the "400 trash receptacles" located throughout the City.

14. Does the City place any limits on the quantity of waste to be collected at each stop?

No

15. As you require separate collection for Type 13 (bulky waste), is this done on every collection day, or is there a different specific schedule for this?

Every collection day - Limit 4 Bulky Items Per Day

16. The U.S. Census indicates 25,237 households in City of Bayonne, NJ. The specs indicate 11,277. The bid spec population number is extremely close to the U.S. Census number, so we're trying to understand the huge discrepancy in the household unit count. We're unsure whether the specs are correct; whether the spec counts represent only curbside collected units; or whether there are housing units that are not collected under this contract (i.e. commercial apartments that obtain their own services)?

The spec counts represent physical units (structures). There may be several households in any given unit. In fact, of the 11,277 units, the specs reflect that 6,560 are multi-family, which means there are at least 2 households in each of those units.

17. The trash tonnage - 31,677.72 for 2014 would appear high, but possibly reasonable for the U.S. Census count of 25,237 housing units. For 11,277 bid specification units (even adding in the 1149 commercial units), it represents 98.05#/unit per week. This is more than double what we would expect. If the tonnage is correct, we presume that the unit count is not, but it would seem something isn't right?

See answer to No. 16 above. There may be 25,237 households located / residing within 6,560 (of the 11,277 total units) which are multi-family units

18. The recyclable materials tonnage of 38,785.51 is significantly higher than the quoted trash tonnage. We think this may be the City's total recycling tonnage from their NJDEP annual report (which includes all recycling activity and not just that associated with your recycling collection contract and the units serviced under this contract)?

The numbers are accurate based on City records. Do note that the Type 10 & 13 Waste Tonnage (31,677.72) is for year 2014; while the recyclable materials tonnage (38,785.51) is for year 2013. The recyclable material tonnage for year 2014 is 33,801.96. The solid waste tonnage for year 2013 was 31,493.59. So it appears that the recyclable tonnage is higher than the solid waste tonnage.

19. Are we correct in assuming that we collect no C & D (Type 13C) materials - i.e. construction/demolition/remodeling debris?

Yes, collection of construction/demolition/remodeling debris is not contemplated in the contract.

AMENDMENT TO A G R E E M E N T #CY15-087
BETWEEN THE CITY OF BAYONNE AND
SUBURBAN DISPOSAL, INC.

WHEREAS, pursuant to Resolution No. 15-10-21-047 adopted October 21, 2015 the Municipal Council authorized an agreement with Suburban Disposal, Inc., ("Suburban") 54 Montesano Road, Fairfield, New Jersey for the Collection of Solid Waste (CY15-087) for a three the (3) year period commencing November 1, 2015 and ending October 31, 2018 for a total contract amount of \$4,440,000 (the "Solid Waste Contract"); and

WHEREAS, to better meet the needs of the Board of Education, the City seeks to change the scope of work set forth in the Solid Waste Contract to provide for the pick-up of solid waste from Grammar and High Schools on Tuesdays instead of Mondays; and

WHEREAS, the City further seeks to amend the scope of work set forth in the Solid Waste Contract to include the purchase of four (4) additional eight (8) yard dumpsters for use at Bayonne High School; and

WHEREAS, pursuant to its proposal attached hereto, Suburban has agreed to reschedule the pick-up solid waste at all Grammar and High Schools from Monday to Tuesday at a cost of \$52,000.00 per year; and

WHEREAS, pursuant to its proposal attached hereto, Suburban has also agreed to provide of four (4) additional eight (8) yard dumpsters for use at Bayonne High School at a one time cost of \$8,500.00 which includes delivery and installation; and

WHEREAS, the Collection of Solid Waste is essential for the health, safety and general welfare of the citizens of Bayonne; and

WHEREAS, the Municipal Council adopted Resolution 16-01-20-043 on January 20, 2016 authorizing an amendment to the aforesaid Agreement No. CY15-087 with Suburban Disposal, Inc., 54 Montesano Road, Fairfield, New Jersey for the Collection of Solid Waste so as to provide for the pick-up solid waste from Grammar and High Schools on Tuesdays instead of Mondays at an additional cost of \$43,333.33 for the ten (10) month period commencing January 1, 2016 through October 31, 2016 and \$52,000 per year for the two (2) year period commencing November 1, 2-16 and ending October 31, 2018 for a total additional amount of \$147,333.33 payable monthly and to include the purchase of four (4) additional eight (8) yard dumpsters for use at Bayonne High School at a one time cost of \$8,500, making the total contract amount \$4,595,833.33;

NOW, THEREFORE, it is on this _____ day of _____, 2016, the parties mutually agree as follows:

1. Agreement No. CY15-087 with Suburban Disposal, Inc., 54 Montesano Road, Fairfield, New Jersey for the Collection of Solid Waste is hereby amended so as to provide for the pick-up solid waste from Grammar and High Schools on Tuesdays instead of Mondays at an additional cost of \$43,333.33 for the ten (10) month period commencing January 1, 2016 through October 31, 2016 and \$52,000 per year for the two (2) year period commencing November 1, 2-16 and ending October 31, 2018 for a total additional amount of \$147,333.33 payable monthly and to include the purchase of four (4) additional eight (8) yard dumpsters for use at Bayonne High School at a one time cost of \$8,500, making the total contract amount \$4,595,833.33.

2. All other terms and conditions of the contract remain the same.

Witness:

By: _____

Attest:

By: _____

Robert F. Sloan, City Clerk

SUBURBAN DISPOSAL, INC.

By: _____

John Roselle, President

CITY OF BAYONNE

By: _____

James M. Davis, Mayor

APPROVED AS TO FORM:

By: _____

John F. Coffey, II, Esq., Corporation Counsel

**MUNICIPAL COUNCIL OF THE CITY OF BAYONNE
RESOLUTION NO. 16-01-20-043**

WHEREAS, pursuant to Resolution No. 15-10-21-047 adopted October 21, 2015 the Municipal Council authorized an agreement with Suburban Disposal, Inc., ("Suburban") 54 Montesano Road, Fairfield, New Jersey for the **Collection of Solid Waste (CY15-087)** for a three (3) year period commencing November 1, 2015 and ending October 31, 2018 for a total contract amount of \$4,440,000 (the "Solid Waste Contract"); and

WHEREAS, pursuant to Resolution No. 15-10-21-048 adopted October 21, 2015 the Municipal Council authorized an agreement with Suburban Disposal, Inc., ("Suburban") 54 Montesano Road, Fairfield, New Jersey for the **Collection of Recyclable Materials (CY15-086)** for a three the (3) year period commencing November 1, 2015 and ending October 31, 2018 (the "Recyclables Contract"); and

WHEREAS, to better meet the needs of the Board of Education, the City seeks to change the scope of work set forth in the Solid Waste Contract to provide for pick-up of solid waste from Grammar and High Schools on Tuesdays instead of Mondays and to change the scope of work in the Recyclables Contract to provide for the pick-up of recyclable materials two (2) days each week, namely, Wednesdays and Thursdays; and

WHEREAS, pursuant to its proposal attached hereto, Suburban has agreed to pick-up solid waste from Grammar and High Schools on Tuesdays instead of Mondays at an additional cost of \$43,333.33 for the ten (10) month period commencing January 1, 2016 through October 31, 2016 and \$52,000 per year for the two (2) year period commencing November 1, 2016 and ending October 31, 2017 for a total additional amount of \$147,333.33 payable monthly for the remainder of three (3) year Contract term. However, there will be no additional charge for the additional day of recyclable pick-up at the Grammar and High Schools; and

WHEREAS, the City further seeks to amend the scope of work set forth in the Solid Waste Contract to include the purchase of four (4) additional eight (8) yard dumpsters for use at Bayonne High School; and

WHEREAS, pursuant to its proposal attached hereto, Suburban has agreed to supply same at a one time additional cost of \$8,500; and

WHEREAS, the Collection of Solid Waste and Recyclables is essential for the health, safety and general welfare of the citizens of Bayonne; and

WHEREAS, funds are certified as available in Account 01-201-32-465-2-020 pending adoption of the CY2016 and future budgets; and

WHEREAS, this resolution is subject to the adoption of an Interlocal Agreement between the Bayonne Board of Education and the City of Bayonne whereby the Bayonne Board

of Education shall reimburse the City of Bayonne for costs associated with providing collection of solid waste and recyclable materials from the schools; now, therefore, be it

RESOLVED, by the Municipal Council of the City of Bayonne as follows:

1. The Mayor and City Clerk are hereby authorized to enter into an Amendment to Agreement No. **CY15-087** with Suburban Disposal, Inc., 54 Montesano Road, Fairfield, New Jersey for the **Collection of Solid Waste** for a three (3) year period commencing **November 1, 2015** and ending **October 31, 2018** so as to provide for the pick-up of solid waste from Grammar and High Schools on Tuesdays instead of Mondays at an additional cost of \$43,333.33 for the ten (10) month period commencing January 1, 2016 through October 31, 2016 and \$52,000 per year for the two (2) year the period commencing November 1, 2016 and ending October 31, 2018 for a total additional amount of \$147,333.33 payable monthly and to include the purchase of four (4) additional eight (8) yard dumpsters for use at Bayonne High School at a one time cost of \$8,500, making the total contract amount **\$4,595,833.33**; and

2. Funds shall be charged to Account **01-201-32-465-2-020** pending adoption of the CY2016 and future budgets.

3. All other terms and conditions of Agreement No. **CY15-087** shall remain the same.

4. The Mayor and City Clerk are hereby authorized to enter into an Amendment to Agreement No. **CY15-086** with Suburban Disposal, Inc., 54 Montesano Road, Fairfield, New Jersey for the **Collection of Recyclable Materials** for a three (3) year period commencing **November 1, 2015** and ending **October 31, 2018** so as to provide for the pick-up of recyclable materials from Grammar and High Schools two (2) days each week, namely, Wednesdays and Thursdays commencing as of January 1, 2016 through October 31, 2018 at no additional cost.

5. All other terms and conditions of Agreement No. **CY15-086** shall remain the same.

6. This resolution is subject to the adoption of an Interlocal Agreement between the Bayonne Board of Education and the City of Bayonne whereby the Bayonne Board of Education shall reimburse the City of Bayonne for costs associated with providing collection of solid waste and recyclable materials from the schools.

SF:nmi

A TRUE COPY


CITY CLERK

MUNICIPAL COUNCIL OF THE CITY OF BAYONNE
RESOLUTION NO. 16-03-16- 072

WHEREAS, pursuant to Resolution No. 15-10-21-047 adopted October 21, 2015 the Municipal Council authorized an agreement with Suburban Disposal, Inc., ("Suburban") 54 Montesano Road, Fairfield, New Jersey for the **Collection of Solid Waste (CY15-087)** for a three (3) year period commencing November 1, 2015 and ending October 31, 2018 for a total contract amount of \$4,440,000 (the "Solid Waste Contract"); and

WHEREAS, pursuant to Resolution No. 15-10-21-048 adopted October 21, 2015 the Municipal Council authorized an agreement with Suburban Disposal, Inc., ("Suburban") 54 Montesano Road, Fairfield, New Jersey for the **Collection of Recyclable Materials (CY15-086)** for a three the (3) year period commencing November 1, 2015 and ending October 31, 2018 (the "Recyclables Contract"); and

WHEREAS, to better meet the needs of the Board of Education, the City sought to change the scope of work set forth in the Solid Waste Contract to provide for pick-up of solid waste from Grammar and High Schools on Tuesdays instead of Mondays and to change the scope of work in the Recyclables Contract to provide for the pick-up of recyclable materials two (2) days each week, namely, Wednesdays and Thursdays; and

WHEREAS, the Municipal Council adopted Resolution No. 16-01-20-043 on January 20, 2016 authorizing the following:

1. The Mayor and City Clerk to enter into an Amendment to Agreement No. **CY15-087** with Suburban Disposal, Inc., 54 Montesano Road, Fairfield, New Jersey for the **Collection of Solid Waste** for a three (3) year period commencing **November 1, 2015** and ending **October 31, 2018** so as to provide for the pick-up of solid waste from Grammar and High Schools on Tuesdays instead of Mondays at an additional cost of \$43,333.33 for the ten (10) month period commencing January 1, 2016 through October 31, 2016 and \$52,000 per year for the two (2) year the period commencing November 1, 2016 and ending October 31, 2018 for a total additional amount of \$147,333.33 payable monthly and to include the purchase of four (4) additional eight (8) yard dumpsters for use at Bayonne High School at a one-time cost of \$8,500, making the total contract amount **\$4,595,833.33**; and

2. The Mayor and City Clerk to enter into an Amendment to Agreement No. **CY15-086** with Suburban Disposal, Inc., 54 Montesano Road, Fairfield, New Jersey for the **Collection of Recyclable Materials** for a three (3) year period commencing **November 1, 2015** and ending **October 31, 2018** so as to provide for the pick-up of recyclable materials from Grammar and High Schools two (2) days each week, namely, Wednesdays and Thursdays commencing as of January 1, 2016 through October 31, 2017 at no additional cost; and

WHEREAS, said Resolution was subject to the adoption of an Interlocal Agreement between the Bayonne Board of Education and the City of Bayonne whereby the Bayonne Board

of Education would reimburse the City of Bayonne for costs associated with providing collection of solid waste and recyclable materials from the schools; and

WHEREAS, the Municipal Council adopted Resolution No. 16-01-20-044 authorizing an Interlocal Services Agreement with the Bayonne Board of Education for reimbursement of the aforesaid costs associated with the amendments to Agreement No. CY15-087 and Agreement No. CY15-086 providing for collection of solid waste and recyclables from the Grammar and High Schools; and

WHEREAS, the Bayonne Board of Education has agreed to reimburse the City for the aforesaid costs associated with the amendments to Agreement No. CY15-087 and Agreement No. CY15-086 providing for collection of solid waste and recyclables from the Grammar and High Schools; and

WHEREAS, the Bayonne Board of Education has advised the City that said costs were not included in its FY2016 budget but would be made available upon the adoption of its FY2017 budget commencing July 1, 2016 including reimbursement of retroactive costs commencing from January 1, 2016 through June 30, 2016 in the amount of \$34,499.98 representing the one-time charge of \$8,500.00 for the aforesaid four (4) additional dumpsters and \$25,999.98 representing additional costs associated with the pick-up of solid waste from Grammar and High Schools on Tuesdays instead of Mondays for the six (6) month period commencing January 1, 2016 through June 30, 2016 payable at the rate of \$4,333.33 per month; and

WHEREAS, Suburban has provided the Bayonne Board of Education with the aforesaid four (4) additional dumpsters and has also provided for the pick-up of solid waste from Grammar and High Schools on Tuesdays instead of Mondays from the period commencing January 1, 2016 and has submitted invoices to the City which have included charges for the additional services rendered for the period commencing January 1, 2016 through February 29, 2016 and the additional one-time charge of \$8,500.00 for the aforesaid additional four (4) dumpsters totaling \$17,166.66; and

WHEREAS, the Bayonne Board of Education and the City are in the process of finalizing the aforementioned Interlocal Services Agreement; and

WHEREAS funds were certified as available in Account #01-201-32-465-2-020; and

WHEREAS, the collection of solid waste and recyclables is essential for the health, safety and welfare of the citizens of Bayonne; and

WHEREAS, in order to ensure the continued collection of solid waste and recyclable materials throughout the City, the Treasurer will issue payment to Suburban which included \$17,166.66 representing payment for the aforesaid additional solid waste collection services payable at the rate of \$4,333.33 per month and the additional one-time charge for the four (4) additional dumpster of \$8,500.00; now, therefore, be it

RESOLVED, by the Municipal Council as follows:

1. The Treasurer is hereby authorized to issue payment to Suburban in the amount of \$17,166.66 representing payment for the aforesaid additional solid waste collection services payable at the rate of \$4,333.33 per month for the period commencing January 1, 2016 through February 29, 2016 and the additional one-time charge for the four (4) additional dumpsters of \$8,500.00.

2. The Municipal Treasurer is hereby authorized to continue issuing the additional payment of \$4,333.33 per month to Suburban for the period commencing March 1, 2016 through June 30, 2016 for the aforesaid additional solid waste collection services for a total amount of \$17,333.32 pending reimbursement by the Bayonne Board of Education.

3. Funds shall be charged to Account No. #01-201-32-465-2-020.

4. The Mayor and City Clerk are hereby authorized to execute the aforesaid Amendments to Agreement No. CY15-087 and Agreement No CY15-086 with Suburban prior to the finalization and execution of the aforesaid Interlocal Agreement with the Bayonne Board of Education.

SECOND AMENDMENT TO A G R E E M E N T #CY15-087
BETWEEN THE CITY OF BAYONNE AND
SUBURBAN DISPOSAL, INC.

WHEREAS, pursuant to Resolution No. 15-10-21-047 adopted October 21, 2015 the Municipal Council authorized an agreement with Suburban Disposal, Inc., ("Suburban") 54 Montesano Road, Fairfield, New Jersey for the Collection of Solid Waste (CY15-087) for a three (3) year period commencing November 1, 2015 and ending October 31, 2018 for a total contract amount of \$4,440,000; and

WHEREAS, pursuant to Resolution No. 16-01-20-043 adopted on January 20, 2016, the City executed a contract amendment with Suburban providing for the collection of solid waste from Grammar and High Schools on Tuesdays instead of Mondays at an additional cost of \$43,333.33 for a ten (10) month period commencing January 1, 2016 through October 31, 2016 and \$52,000.00 per year for the two (2) year period commencing November 1, 2016 and ending October 31, 2017 for a total additional amount of \$147,333.33 payable monthly for the remainder of three (3) year Contract term making the total contract amount \$4,595,833.33; and

WHEREAS, the Bayonne Board of Education subsequently requested the collection of solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days in order to address the waste collection needs of the public schools and better serve the community; and

WHEREAS, Suburban Disposal, Inc., agreed to collect solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days for an additional amount of \$1,000.00 per week commencing November 1, 2016; and

WHEREAS, the Collection of Solid Waste and Recyclables is essential for the health, safety and general welfare of the citizens of Bayonne; and

WHEREAS, the Director of Public Works authorized Suburban to collect solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days in order to address the waste collection needs of the public schools and better serve the community, commencing November 1, 2016; and

WHEREAS, funds are certified as available in Account 01-203-32-465-2-020 for CY2016 and 01-201-32-465-2-020; and

WHEREAS, the Municipal Council adopted Resolution 17-01-18-036 on January 18, 2017 ratifying and affirming the actions of the Director of Public Works in authorizing Suburban to collect solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days for an additional amount of \$1,000.00 per week commencing November 1, 2016 and authorizing a Second Amendment to Agreement No. CY15-087 with Suburban Disposal, Inc. for same for an additional amount of \$1,000.00 per week commencing November 1, 2016 for a total additional contract amount of \$104,000.00 making the total contract amount \$4,699,833.33.

NOW, THEREFORE, it is on this 16th day of February, 2017, the parties mutually agree as follows:

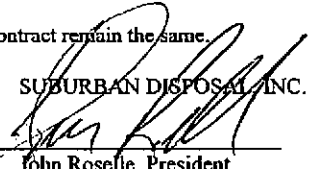
1. Agreement No. CY15-087 with Suburban Disposal, Inc., 54 Montesano Road, Fairfield, New Jersey for the Collection of Solid Waste is hereby amended so as to provide for the collection of solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days for an additional amount of \$1,000.00 per week commencing November 1, 2016 and authorizing a Second Amendment to Agreement No. CY15-087 with Suburban Disposal, Inc. for same for an additional amount of \$1,000.00 per week commencing November 1, 2016 for a total additional contract amount of \$104,000.00 making the total contract amount \$4,699,833.33.

2. All other terms and conditions of the contract remain the same.

Witness:

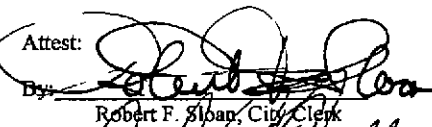
By: 

SUBURBAN DISPOSAL, INC.

By: 

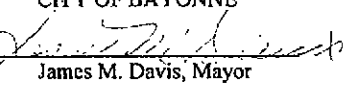
John Roselle, President

Attest:

By: 

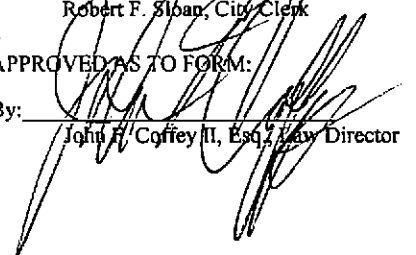
Robert F. Sloan, City Clerk

CITY OF BAYONNE

By: 

James M. Davis, Mayor

APPROVED AS TO FORM:

By: 

John P. Coffey II, Esq., Law Director

MUNICIPAL COUNCIL OF THE CITY OF BAYONNE
RESOLUTION NO. 17-01-18-

-036

WHEREAS, pursuant to Resolution No. 15-10-21-047 adopted October 21, 2015 the Municipal Council authorized an agreement with Suburban Disposal, Inc., ("Suburban") 54 Montesano Road, Fairfield, New Jersey for the **Collection of Solid Waste (CY15-087)** for a three (3) year period commencing November 1, 2015 and ending October 31, 2018 for a total contract amount of \$4,440,000; and

WHEREAS, pursuant to Resolution No. 16-01-20-043 adopted on January 20, 2016, the City executed a contract amendment with Suburban providing for the collection of solid waste from Grammar and High Schools on Tuesdays instead of Mondays at an additional cost of \$43,333.33 for a ten (10) month period commencing January 1, 2016 through October 31, 2016 and \$52,000.00 per year for the two (2) year period commencing November 1, 2016 and ending October 31, 2017 for a total additional amount of \$147,333.33 payable monthly for the remainder of three (3) year Contract term making the total contract amount \$4,595,833.33; and

WHEREAS, the Bayonne Board of Education subsequently requested the collection of solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days in order to address the waste collection needs of the public schools and better serve the community; and

WHEREAS, Suburban Disposal, Inc., agreed to collect solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days for an additional amount of \$1,000.00 per week commencing November 1, 2016; and

WHEREAS, the Collection of Solid Waste and Recyclables is essential for the health, safety and general welfare of the citizens of Bayonne; and

WHEREAS, the Director of Public Works authorized Suburban to collect solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days in order to address the waste collection needs of the public schools and better serve the community, commencing November 1, 2016; and

WHEREAS, funds are certified as available in Account **01-203-32-465-2-020** for **CY2016** and **01-201-32-465-2-020** pending adoption of the **CY2017** and **CY2018** budgets; now, therefore, be it

RESOLVED, by the Municipal Council of the City of Bayonne as follows:

1. The actions of the Director of Public Works in authorizing Suburban to collect solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days for an additional amount of \$1,000.00 per week commencing November 1, 2016 are hereby ratified and affirmed.

2. The Mayor and City Clerk are hereby authorized to enter into a Second Amendment to Agreement No. **CY15-087** with Suburban Disposal, Inc., 54 Montesano

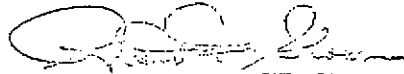
Road, Fairfield, New Jersey for the **Collection of Solid Waste** for a three (3) year period commencing **November 1, 2015** and ending **October 31, 2018** so as to provide for the pick-up of solid waste from Grammar and High Schools on Saturdays in addition to the regularly scheduled days for an additional amount of \$1,000.00 per week commencing November 1, 2016 for a total additional contract amount of \$104,000.00 making the total contract amount **\$4,699,833.33**; and

2. Funds shall be charged to Account **01-203-32-465-2-020** for CY2016 and **01-201-32-465-2-020** pending adoption of the CY2017 and CY2018 budgets.

3. All other terms and conditions of Agreement No. **CY15-087** shall remain the same.

SF:nmi

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CITY CLERK