

TOWNSHIP OF WASHINGTON
UNIFORM BID
SPECIFICATIONS

SOLID WASTE
AND RECYCLABLE MATERIALS
COLLECTION SERVICE

ADDENDA

TO ALL BIDDERS OF THE

WASHINGTON TOWNSHIP SOLID WASTE CONTRACT - TRASH, GARBAGE AND
RUBBISH COLLECTION AND DISPOSAL, RECYCLING COLLECTION AND DISPOSAL

FOR
TOWNSHIP OF WASHINGTON

GLOUCESTER COUNTY, NEW JERSEY

ADDENDUM NO. 1

ISSUED DATE 5/18/2021

You are hereby notified in accordance with the paragraph entitled "Interpretation and Addenda" of the above captioned project that the following has been issued to clarify the meaning of the specifications and the conditions and specifications set forth in said addendum are to be considered as binding as if the same was set forth in the original contract documents.

ATTACH THIS ADDENDUM TO THE SPECIFICATIONS WHEN SUBMITTING BID.

A. General

1. The Bid Opening has been rescheduled from Tuesday, June 15, 2021 at 10:00AM to *Friday, June 18, 2021 at 10:00 AM.*

I acknowledge receipt of this Addendum:


Signature

Gold Medal Environmental of NJ, Inc.
Company

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Official Use Only

Assignment

Code

RM AA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER <u>30-0181300</u>		2. CONTRACTOR ID NUMBER <u>672996</u>		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: <u>Township of Washington</u> Address: <u>523 Egg Harbor Road</u> <u>Sewell, NJ 08080</u>					
3. NAME AND ADDRESS OF PRIME CONTRACTOR <u>Gold Medal Environmental of NJ, Inc.</u> (Name) <u>309 Salina Road</u> (Street Address) <u>Sewell NJ 08080</u> (City) (State) (Zip Code)				CONTRACT NUMBER <u>08-18-T-399</u>		DATE OF AWARD <u>6/23/21</u>		DOLLAR AMOUNT OF AWARD <u>11,424,955.68</u>	
4. IS THIS COMPANY MINORITY OWNED ☒ OR WOMAN OWNED ☒				6. NAME AND ADDRESS OF PROJECT Name: <u>SANR</u> Address: <u>SANR</u>		7. PROJECT NUMBER			
9. TRADE OR CRAFT				COUNTY <u>Gloucester</u>		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES ☒			
		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES		PROJECTED PHASE - IN DATE		PROJECTED COMPLETION DATE	
		MALE FEMALE		MALE FEMALE					
		J AP J AP		J AP J AP					
1. ASBESTOS WORKER									
2. BRICKLAYER OR MASON									
3. CARPENTER									
4. ELECTRICIAN									
5. GLAZIER									
6. HVAC MECHANIC									
7. IRONWORKER									
8. OPERATING ENGINEER									
9. PAINTER									
10. PLUMBER									
11. ROOFER									
12. SHEET METAL WORKER									
13. SPRINKLER FITTER									
14. STEAMFITTER									
15. SURVEYOR									
16. TILER									
17. TRUCK DRIVER		<u>12</u>							
18. LABORER		<u>10</u>							
19. OTHER									
20. OTHER									

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Pat Angelesbro
(Please Print Your Name)
(856) 784-5050
(Area Code) (Telephone Number) (Ext.)

Vice President
(Signature)
(Title)

7/16/21
(Date)

PUBLIC NOTICE

TOWNSHIP OF WASHINGTON NOTICE TO BIDDERS

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the Township of Washington for the **Trash, Garbage and Rubbish Collection and Disposal, Recycling Collection and Disposal** in the Township of Washington, Gloucester County, New Jersey.

Bid forms, contracts and specifications are available by contacting Remington & Vernick Engineers. Contact shall be made by phone or by email to make bid purchase arrangements. At 856 795 9595 or by submitting RVEbidinterest@rve.com.

Said Bids will be received, opened and read aloud in public at the Municipal Building, 523 Egg Harbor Road, Sewell, Gloucester County, New Jersey on Tuesday, June 15, 2021, 10:00AM prevailing time.

Electronic download link for copies of the bid forms, contracts and specifications may be obtained from said Remington and Vernick Engineers, by prospective bidders upon request, upon payment of the sum of \$50.00 for each set. Should interested bidders not have the ability to handle electronic download sets, a set may be arranged to be sent overnight by calling 856 795 9595.

NO BIDS ARE TO BE PICKED UP AT THE ENGINEER'S OFFICE OR AT THE MUNICIPALITY OFFICES.

PAYMENT MUST BE RECEIVED PRIOR TO OBTAINING SAID SPECIFICATIONS.

NO BIDS ARE TO BE DROPPED OFF AT THE ENGINEER'S OFFICE.

The Township of Washington reserves the right to consider the bids for sixty (60) days after the receipt thereof, and further reserves the right to reject all bids, either in whole or in part and also to waive any minor informality in any bid and make such awards or take action as may be in accordance with applicable law.

Bids must be on the bid form prepared by Remington and Vernick Engineers, in the manner designated therein and required by the specifications, must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and also bearing on the outside reference to the particular work bid upon. Said bids shall be addressed to Christine Ciallella, Township Clerk, Township of Washington, P.O. Box 1106, Turnersville, New Jersey 08012-0876.

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the Township of Washington in an amount not less than ten percent (10%) but in no case in excess of \$20,000.00 of the amount bid. Any such bid bond shall be without endorsement or conditions. Bid shall also be accompanied by a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

The award of the contract shall be made subject to the necessary moneys to do the work being provided

by the Township of Washington in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary moneys to do the work have been provided by the Township of Washington in a lawful manner. The award shall further be subjected to the securing of necessary State, Federal or Local permits governing the work.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (Affirmative Action), N.J.S.A. 34:11-56.25 et seq. (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et seq.).

The contractor is further notified that he/she must comply with N.J.S.A. 52:25-24.2, and submit a Disclosure Statement listing stockholders with his/her bid.

By Order of the Township Council
Township of Washington
Gloucester County, New Jersey

Dated: April 15, 2021

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1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The TOWNSHIP OF WASHINGTON is soliciting bid proposals from solid waste collectors interested in providing solid waste and recycling collection and/or disposal services for a period of 1, 3 or 5 years, to commence on August 1, 2021 in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids, be published in the South Jersey Times and the Star-Ledger.

1.3 BID OPENING

All bid proposals will publicly be opened and read by the Township Clerk or Business Administrator at the Township of Washington, 523 Egg Harbor Road, Turnersville, New Jersey 08012, on Day, June 15, 2021 at 10:00 AM. Opening shall be conducted in conformance with Covid-19 Guidelines and Restrictions. Bids must be delivered by hand or by mail to the Township Clerk no later than Day, June 15, 2021 at 10:00 AM. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 DOCUMENTS TO BE SUBMITTED

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

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

5. Stockholder statement of ownership;
6. Certificate of surety, and
7. Bid Proposal.

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

1.5 QUESTIONS CONCERNING SPECIFICATIONS

All questions concerning these specifications, current practices and policies of the Township of Washington governing solid waste collection and disposal and/or recycling collection and disposal must be addressed in writing to:

Ernie D'Orazio
Director of Municipal
Services Township of
Washington
P.O. Box 1106
Turnersville, New Jersey 08012

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors, or omissions noted by bidders should be promptly reported in writing to the appropriate Township official. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the specifications as written.
- C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing addressed to the Township's Administrator. In order to be given consideration, written requests or emailed requests for interpretation must be received at least fifteen (15) days prior to the date fixed for the opening of the bids (Emails to be sent to edorazio@twp.washington.nj.us). Any and all such interpretations and any supplemental instructions will be in the form of written clarifications and/or addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid. The Township's interpretation or corrections thereof shall be final.

1.6 SITE INVESTIGATION AND REPRESENTATION

The bidder acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, physical conditions at the site, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the Bidder to acquaint himself with all the available information concerning these conditions shall not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

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 Township of Washington, 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 Township of Washington's Council and shall include the bid proposal, and the bid specifications.

"Contract administrator" is the person authorized by the Township of Washington 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 where are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work of the furnishing or hiring of any materials or supplies usually required, the costs or contract price which is to be paid with or out of public funds.

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

"Designated collected recyclable material" is defined as those recycled materials, including ferrous and nonferrous metals, color-separated glass, food waste, corrugated cardboard, newspaper, paper, aluminum, automotive waste oil, leaves, automobile batteries and those materials designated by Township of Washington's Recycling Coordinator. Additional information for collection of recyclable materials can be found in the Township of Washington's Ordinance "Article II: Source Separation and Recycling, Section 212-15: Collection of recyclable materials".

"Designated collected solid waste" means solid waste types 10, 13, 13C, 23, 25 & 27. 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 Township of Washington's Solid Waste Management Plan for use by the Township of Washington. The Township's current disposal site is the Wheelabrator Gloucester Co. 600 US Rt. 130 Westville, NJ or the Gloucester County Improvement Authority.

"Governing Body" means the Township of Washington's Council of the municipality, when the contract or agreement is to be entered into by, or on behalf of a, municipality as further defined at N.J.A.C. 40A:11-2.

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

There are 6 Holidays:

- a. New Year's bay
- b. Christmas Day
- c. Thanksgiving Day
- d. July 4th
- e. Memorial Day
- f. Labor Day

"Legal newspaper" means the South Jersey Times 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.

"Route" shall mean a specific path of a trash or recycling collection vehicle.

"Service Area" means within all geographic boundaries of the Township of Washington. The Township has an approximate area of 21.55 square miles and borders the municipalities of Deptford Township, Glassboro, Mantua Township, Monroe Township, and Pitman in Gloucester County. Please refer to Attachment #3 with the Street Map and Trash Schedule Map.

"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.

"Yard Waste/Vegetative Waste" is any yard waste consisting of tree limbs or branches, grass clippings, leaves, straw, shrubs, bushes, plants, sod, roots, logs and stumps not exceeding 60 pounds each. Christmas trees will also be picked up curbside (including condos and apartments) and included as a recyclable. Items can be placed in a container, a bag, bundled or placed at curbside in a reasonable neat manner for collection.

3. BID SUBMISSION REQUIREMENTS

3.1 BID PROPOSAL

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

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Township of Washington in the advertisement for bids.

- C. Each bidder shall sign, where applicable, all bid submissions as follows:
1. For a corporation or limited liability company, 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 Township of Washington's Council 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 bidder; provided, however, the Township of Washington's Council shall not award the contract 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 Township of Washington in the amount of 10% of the highest aggregate 5-year bid submitted, not to exceed twenty thousand dollars (\$20,000.00) 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 Township of Washington.

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 Proposed Forms shall result in the rejection of the Bid Proposal by the Township of Washington's Council.

3.4 "BRAND NAME OR EQUIVALENT"

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 provide an equivalent product, subject to the approval of the Township of Washington's Council.

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, including, but not limited to, provision of the successful bidder's Business Registration Certificate issued by the New Jersey Division of Revenue prior to the time a contract, purchase order, or other contracting document is awarded or authorized in accordance with N.J.S.A. 52:32-44(b).

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. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Township of Washington 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 GENERALLY

A. The Township of Washington's Council shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the Township of Washington, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Township of Washington's Council decision, in writing, by certified mail.

B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.

C. The Township of Washington's Council reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Township of Washington's Council rejects all bids, the Township of Washington shall publish a notice of re-bid no later than ten days, Saturdays, and Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT

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

4.3 RESPONSIBLE BIDDER

The Township of Washington shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-2 and N.J.A.C. 7:26H-6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4 PERFORMANCE BOND

A. For a one-year contract, the successful bidder shall provide a one year performance bond issue by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond 10:00 AM prevailing time on Wednesday, July 21, 2021 in the Township of Washington's Municipal Building, 523 Egg Harbor Road, Sewell, Gloucester County, New Jersey 08080 prior to issuance of executed contract.

B. Failure to provide the required one-year performance bond at the time and place specified by the Township of Washington 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 Township of Washington 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 five (5) 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 annual value of the contract. The successful bidder shall provide said performance bond within five (5) days of the award of bid to the Township Clerk's office. The performance bond for each succeeding year shall be delivered to the Township of Washington with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the 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 Township of Washington's Council

to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Township of Washington in re-bidding the contract.

4.5 AFFIRMATIVE ACTION REQUIREMENTS

A. If awarded a contract; the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

B. Within seven days after receipt of notification of the Township of Washington's Council's intent to award any contract, the contractor must submit one of the following to the Township of Washington:

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 Township of Washington 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 Township of Washington may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Township of Washington to declare the Contractor to be non-responsive and to award the contract to the lowest bidder.

4.6 VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the Township of Washington will only be accountable for its proportional share of the waster contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal.

In addition, the successful bidder shall identify the number of vehicles required to successfully complete the contract and the vehicles available to them which may be assigned to work in the Township of Washington. The contractor shall have available

for the performance of this contract sufficient equipment to complete the contract including additional equipment in case of repairs, breakdowns or other difficulties the trucks assigned to the Township may incur.

Exception to Dedication of Vehicles: If the contractor must use trucks that serve more than the Township of Washington, then the contractor shall provide to the Township a weight slip from a certified scale indicating the non Township of Washington refuse in the truck prior to commencing the Township of Washington activity or the weight of the Township of Washington refuse in the truck prior to adding any non Township refuse, Contractor shall covenant that the Township of Washington will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal.

4.7 ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Form (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 Township of Washington's Council may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

SCOPE OF WORK

The Contractor shall furnish all labor, material and equipment required for the collection, removal and disposal of all refuse and all recyclable material which may be produced within the limits of the property boundaries of the Township of Washington. Obvious errors and omissions in these specifications will not relieve the contractor from performing the required work as outlined. Bidders shall inspect the entire Township so that they might make their own judgment with respect to the number of pick-ups and all the circumstances affecting the cost of services in question and the nature of work to be performed.

MATTER TO BE COLLECTED

SOLID WASTE

The contractor will be responsible to collect all refuse that is placed within five (5) feet of the street or traveled way in front of the residential or non-residential premises. The types of solid waste to be collected are types 10, 13, 13C, 23, 25 & 27. The contractor shall also collect bulk items (large items such as mattresses, box springs, sofas, stumps, tables, chairs, etc.) on the same day that the other refuse is collected.

RECYCLING

The Township of Washington has a mandatory recycling ordinance that includes collection of single stream recyclables. AU recyclable materials collected are to be disposed of at a licensed recycling facility designated by the Township. Proper documentation as to the type and tonnage of each material along with monthly billing shall be provided to the Director of Public Works or his/her designee. Billing will be delayed if documentation is not provided. Money received for recyclable material will be retained by the Township of Washington.

RESIDENTIAL/BUSINESSES

For residential purposes of calculation, there are approximately 19,550 stops requiring collection exclusive of public buildings. There are approximately 684 businesses that require curbside collection. It is the Contractor's responsibility to verify if there are additional units not included in the approximate number above and to anticipate the possibility of new developments throughout the contract period. The costs for the additional units and proposed units shall be included into the yearly contract amount. The Township of Washington is not responsible for additional costs based on the Contractor's failure to verify the number of units and include all costs in the bid.

CONDOMINIUMS

There are approximate 2064 condominiums to be serviced under the contract. The size of the container and the service schedule shall be bid in such a manner a minimum once per week or as needed to prevent overflow. No additional compensation will be paid beyond the bid amount shown on the bid. It is the Contractor's responsibility to verify if there are additional units not included in the approximate number above and to anticipate the possibility of new developments throughout the contract period. The costs for the additional units and proposed units shall be included into the yearly contract amount. The Township of Washington is not responsible for additional costs based on the Contractor's failure to verify the number of units and include all costs in the bid.

APARTMENTS

There are approximately 1280 occupied Apartment Units to be serviced under this contract. The size of the container and the service schedule shall be bid in such a manner a

minimum once per week or as needed to prevent overflow. No additional compensation will be paid beyond the bid amount shown on the bid. It is the Contractor's responsibility to verify if there are additional units not included in the approximate number above and to anticipate the possibility of new developments throughout the contract period. The costs for the additional units and proposed units shall be included into the yearly contract amount. The Township of Washington is not responsible for additional costs based on the Contractor's failure to verify the number of units and include all costs in the bid.

ALL SCHOOL FACILITIES

There are approximately 16 school facilities to be serviced under this contract. The size of the container and the service schedule shall be bid in such a manner a minimum once per week or as needed to prevent overflow. No additional compensation will be paid beyond the bid amount shown on the bid.

HOURS OF COLLECTION

The hours of collection shall be from 7:00 a.m. to 5:00 p.m. daily. The Mayor or his/her designee reserves the right to designate and, from time to time, change the hours during which collection shall begin and end each day. Hours may be extended by mutual agreement with the Township under certain conditions as approved by the Mayor or his/her designee.

The Township or its duly authorized agent, may from time to time prescribe such rules and regulations governing the conduct of the work as are reasonable, and the contractor shall be governed accordingly.

The contractor is prohibited from changing or revising the routes and times of collection for any given day or from changing the days of collection unless the proposed revision is approved by the Township and provided that such changes are advertised as approved by and handled so as not to confuse, surprise or anger the user. All advertising costs are the responsibility of the contractor.

Nothing in these specifications shall be interpreted in such a manner as to prevent the contractor from introducing improved, more modern or more efficient methods of collection provided that such new methods of collection are approved in advance by the Township and that any change in existing methods of collection and/or disposal shall be at no cost to the Township.

ADVERTISING

At no expense to the Township: Advertising of holidays and days where change of schedule may occur will appear in the South Jersey Times and the Star-Ledger. The advertisement will be four (4) inches in size similar to the one shown below and must be submitted to the Mayor's Office for approval.

ATTENTION

TOWNSHIP OF WASHINGTON RESIDENTS

THERE WILL BE NO TRASH OR RECYCLING ON (DAY AND DATE) IN OBSERVANCE OF (HOLIDAY) COLLECTION WILL BE MADE THE NEXT FOLLOWING DAY OF YOUR REGULARLY SCHEDULED PICK UP. FOR MORE INFORMATION, CALL (856) 589-0523.

The advertisement will be placed by the Contractor at least one week in advance of each holiday. No collections shall be allowed on Sunday.

It will be the responsibility of the contractor to notify all residents of the change in collection in schedule from the Current Program in a manner acceptable to the Mayor or his/her designee. A transition period may be required limited to thirty (30) days at the on-set of the contract at no additional cost to the Township.

MATTER TO BE MOVED

SOLID WASTE

The Contractor will be required to collect all matter and remove it on the same day collected to a point outside the limits of the Township of Washington and there kept and disposed of without liability on the part of the Township.

All solid waste disposed of shall be in full accordance with the Gloucester County Solid Waste Management Plan.

DISPOSAL SITE

The Township's current disposal site is the Wheelabrator Gloucester Company located at 600 US Rte. 130, Westville, New Jersey. All refuse is currently disposed of at this facility. The exception to disposing waste at Wheelabrator Gloucester Company would be those days as spelled out in section under "Holiday Collection" or in the event that a county solid waste amendment change takes place during the term of this contract. Township of Washington's would be redirected to Gloucester County Improvement Authority located at Rt. 694, 493 Monroeville Road, Swedesboro, NJ, 08085.

Tipping fees for the disposal of refuse solid waste not including recyclable material and hazardous waste or waste from private accounts, waste unacceptable to the Wheelabrator Gloucester Facility of Township of Washington, including all applicable taxes, are paid for by the Township of Washington to the disposal agency.

RECYCLING COLLECTION

The intent of the Township of Washington's recycling program is to reduce the

amount of solid waste disposed as well as promote recycling throughout the Township.

The recycling program is intended to be user friendly and placement of recycling items at curbside for collection purposes are guided by municipal ordinance and publications. It is important to recognize for the purpose of this bid that reasonable placement of recycling items will be collected as a recyclable and not left at curbside or taken as trash. Vehicles used for the purposes of recycling collection shall be of the type that would benefit and encourage residents to recycle and not for the convenience of the successful bidder.

The bid will include curbside collection of single stream recyclables.

YARD WASTE

Yard waste/vegetative waste - Vegetative waste is any yard waste consisting of tree limbs or branches, grass clippings, leaves, straw, shrubs, bushes, plants, gum balls, sod, roots, logs, and stumps not exceeding 60 pounds each. Christmas trees will also be picked up curbside (including condos, apartments) and included as a recyclable.

Items can be placed in a container, a bag, bundled, or placed at curbside in a reasonable neat manner for collection.

DISPOSAL OF RECYCLABLE MATERIALS

Any money received from recyclables will be retained by the Township. All recyclables are to be disposed of at any licensed recycling facility. The tonnage of each material recycled must be reported on a monthly basis to the Township along with the name and location of the disposal facility.

EQUIPMENT

NAME ON VEHICLES, PUC LICENSE NO. AND DEPE NUMBER

A) The name of the contractor and the number of the vehicle, PUC license number and DEPE number shall be placed on each truck and be conspicuous at all times. The aforesaid names and numbers shall be placed on each truck in accordance with all Federal, State, and local laws and regulations.

B) The Contractor shall submit with the proposal, an Affidavit of Ownership or availability of an adequate amount of trucks to provide collection service so as not to interrupt collection services.

C) All vehicles used in the removal of solid waste including garbage, ashes, rubbish and refuse shall be metal enclosed automatic loading type trucks and properly sealed to avoid leaking of liquids on Township streets.

D) The Contractor shall maintain and have available a sufficient number of trucks in reserve so that complaints as to non-collection of refuse can be properly attended to, and it shall

be the duty of the Contractor to make such special collections immediately upon receipt of complaint (same day).

E) To prevent any unreasonable delay in servicing collection points, all trucks shall be radio equipped.

F) A sufficient number of trucks must be used for collection of solid waste and recycling on a daily basis so that all stops can be collected during the hours of collection. Contractor must also have equipment available to respond immediately to complaints.

G) The Contractor must submit at the time of the bid and at any time during the period of the contract (when requested) the number of trucks by number and type, to be used each day of collection and for what purpose they are to be used.

H) All trucks are to be completely empty prior to the daily collection of solid waste and are subject to a daily inspection at the Department of Public Works facility, with the exception mentioned in Section 4.6.

I) Trucks must also be equipped with brooms and shovels to clean up any debris spilled on streets or properties as a result of careless collection.

LIQUIDATED DAMAGES

A) The Contractor agrees that liquidated damages will be assessed in all cases where the Township of Washington shall elect to take such liquidated damages for actual costs but not less than the following:

\$2,000 per route or any portion thereof for each day that the contractor fails to collect the refuse or recyclable material.

B) For failure to clean up immediately, spillage from the contractor's vehicles or resulting from the collection or carting of refuse, one hundred (\$100.00) dollars for each such violation.

C) For failure to answer a complaint pertaining to problems concerning collection of solid waste or recycling on the same day the complaint is received, one hundred (\$100.00) dollars.

D) For failure to provide information as to the number and type of trucks working daily, fifty (\$50.00) dollars a day.

E) For failure to place trash and/or recycling containers off the traveled roadway on the grass plot, fifty (\$50.00) dollars for each location, stop and/or house,

F) For failure to treat recyclable items as recyclables, two hundred (\$200.00) per each occurrence.

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

In the event that continued and repeated violations are not corrected by the Contractor after due notice by the Township, the Township shall in no way relieve the contractor of contract obligations specified herein. Liquidated damages shall be deducted from the monthly bill.

It is not the intent of the Township to unreasonably assess damages under this Section.

The purpose is to respond to citizens' complaints and resolve disputes over the collection and/or disposal of solid waste and recycling. In all cases where a dispute arises, the Mayor or designee will make a reasonable final determination on a settlement which will be binding under this contract.

NEGLECT OF EMPLOYEES

The Contractor may, without liability on the part of the Township or its officers, discharge or otherwise discipline any of its employees, who have been guilty of neglect or carelessness in the conduct of the refuse collection or for damaging the property of the citizens or of insolence to any citizen, or for making unnecessary noise.

NO LITTER ON STREETS

The Contractor shall pick up and sweep, if necessary, all refuse that may drop in the street during the collection and transfer of solid waste.

The Contractor shall also be responsible to clean up immediately any spillage of liquids, including paint and/or hydraulic fluid that may be deposited on traveled roadways.

PROPERTY DAMAGE

The Contractor shall be liable for damage caused by his/her servants or agents to buildings, walks, drives, flowers, shrubs, or trees and for any loss of any nature whatsoever to the property owner, and any such loss resulting from the acts of omission of the contractor, his/her servants or agents, the contractor, the Township may pay the same and deduct the amount thereof from the next payment to the Contractor. The Mayor or his/her designee shall be the sole judge of the reasonableness of all claims submitted and his/her decision shall be final and binding upon the contractor. Contractor shall carry the appropriate property damage insurance as specified within.

TIPPING FEES CURRENT PROGRAM

The Township of Washington pays the tipping fees directly to Wheelabrator Gloucester Co. and/or the Gloucester County Improvement Authority for disposal of refuse (residential solid waste only, not including recyclable material, hazardous waste, waste from private accounts and waste unacceptable to the disposal facility).

If the Township awards a contract that includes the current practice of paying tipping fees the following shall apply:

In the event the Township determines that unauthorized solid waste or contaminated waste has gone to the disposal agency and then billed to the Township, the Township will deduct from the contractor's monthly bill the amount of money for the disposal of the "full load" of the

truck disposing of said unauthorized material. Continued violations of this type can be considered as breach of contract and subject to the provision herein.

OFFICE

The Contractor shall maintain an office with non-toll telephone connection and keep said office open from 7:00 am to 7:00 pm daily for each day of collection, except Sunday, to receive and transmit to the employees of the refuse collection Contractor complaints, notices and directions from the Mayor or his/her duly authorized agent, and to see that complaints, notices and directions receive prompt and proper attention. A telephone connection must also be made available twenty-four (24) hours a day including holidays as a smooth transition.

SUPERVISION

The Supervisor will be responsible to pick up requests for service/complaints from the Public Works Department twice daily at 10:00 am and 2:00 pm. Adequate on-site supervision by the Contractor will be required to meet all the requirements as specified herein:

Communication by the Township and the Contractor's Supervisor must be by personal voice or contact and not by any mechanical means such as voice mail or any recordings.

The Supervisor will be responsible to coordinate responses to daily complaints received at the Public Works Facility with his/her employees who provide the collection service.

It will not be the responsibility of the Township to inspect and notify the Contractor of missed routes and/or stops. Reasonable attempts of notification will be made but the Contractor's Supervisor will be responsible to check routes and/or stops for completion and proper collection. Failure to adequately supervise could result in assessment of liquidated damages.

All complaints received at 10:00 am shall be responded to by 2:00 pm. All complaints received at 2:00 pm will be taken care of by the end of the workday. Any complaints received after 2:00 pm, unless it is more than 24 hours old, must be responded to by 10:00 am the following day.

SERVICE SHALL BE CONDUCTED:

The work which is the subject of these specifications shall be conducted and managed according to and in harmony with all Ordinances and Laws of the Township of Washington, rules of the Camden County Health Department, the County of Gloucester and of the Department of Environmental Protection and Energy of the State of New Jersey. No additional compensation will be paid for amendments to any of the aforementioned, provided that the change as determined by the Mayor is reasonable and just.

PAYMENTS

If the proposal is accepted by the Township and the contract is awarded, payment for services shall be made monthly. The weight slips or yardage slips for the months shall accompany each monthly invoice. The cost of weighing of each load of refuse shall be the responsibility of the Contractor.

No additional compensation, beyond the amount specified in this bid shall be granted for any increase in amount of collection or services due to seasonal variations.

Deduction from monthly payment will be made for: liquated damages, reduction in tipping fees, unauthorized disposal, and money received as reported by the Contractor from recyclable material, and any other expense incurred by the Township as a result of the contractor's failure to comply with the specifications herein. The Township will not pay disposal cost for any recyclable material.

TERMINATION OF CONTRACT

A. Any violation of these specifications shall be sufficient cause for the immediate cancellation of the contract by the municipality, who may thereupon employ the necessary labor to perform the work or re-advertise or relet the work at the expense of the offending Contractor and his/her sureties.

B. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the Contractor shall violate any of the requirements of this contract, the Township of Washington and/or its designee shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination. Such termination shall relieve the Township of Washington and/or its designee of any obligations for balances to the Contractor of any sum or sums set forth in the contract.

C. Notwithstanding the above, the Contractor shall not be relieved of liability of the Township of Washington and/or its designee for damages sustained by the Township and/or its designee by virtue of any breach of the contract by the Contractor and the Township and/or its designee may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of the damage due the Township and/or its designee from the Contractor is determined.

D. The Contractor agrees to indemnify and hold the Township and/or its designee 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 Township of Washington and/or its designee under this provision.

E. In case of default by the successful bidder, the Township of Washington and/or its designee may procure the articles of services from other sources and hold the successful bidder

responsible for any excess cost occasioned thereby.

F. Continuation of the terms of this contract beyond the year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township and/or its designee reserve the right to cancel this contract.

G. The effective date of the contract will be August 1, 2021. The Township reserves the right to award a contract for one (1), three (3) or five (5) years. If the Township awards a five (5) year contract, the Township reserves the right to cancel same after three (3) years upon giving ninety (90) days written notice.

BREACH OF CONTRACT

If the work to be done under these specifications and the contract to be entered into shall be abandoned or not carried on, or if at any time the Director of Public Works shall be of the opinion and shall report to the Mayor or Business Administrator that the said work is unnecessarily or unreasonably delayed, or that said Contractor has violated any of the conditions or covenants of these specifications, or of said contract or is not making such collection upon schedule time, the said Mayor or Business Administrator shall have the right and power to notify the said Contractor to discontinue all work or any part thereof as the Mayor or Business Administrator may designate; and that said Township shall thereupon have power to contract for the completion of the work, and its option, to hire so much equipment and to place such and so many persons on the work as it may deem advisable, by contract or otherwise to complete the work as herein described, or so much thereof as shall be necessary and to charge the expense of said labor and material and equipment to the contractor, and the expense so charged shall be deducted and paid by the said Mayor or Business Administrator out of such monies as may be either due or may at any time thereafter become due to the said contractor under the contract or any part thereof, and in case the expense is greater than the sum which would have been payable under this contract then the said contractor shall remit the amount of such excess to the said Mayor or Business Administrator the surety bond or bonds herein mentioned shall be security for the said indemnification of the Township.

It is hereby stipulated and agreed that in the event of a labor strike or other emergency, the Contractor shall not forfeit his/her contract by reasons thereof for the duration of such strike or Act of God, provided however, that the cost of performing the work specified in such contract to be done during such period shall be charged to the contractor as in the case of a default by him/her.

The Contractor hereby agrees that in the event of such default, if the expense of carrying out the contract shall exceed the cost of said work under the contract, the said contractor will reimburse the Township for any expense over the cost of said work under the contract. Contractor agrees that any breach of contractor specifications to utilize the rights reserved under this section. A strike contingency plan must be submitted at the time of the bid.

5.1

The Contractor shall provide service for each Option awarded by the Township of Washington's Council. The Township of Washington's Council shall select one collection Option for the contract period of 1, 3 or 5 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 Township of Washington as described below:

5.3 COLLECTION OPTIONS

OPTION# 1: RESIDENTIAL/BUSINESS COLLECTION AND DISPOSAL RECEIVING CURBSIDE COLLECTION ONCE PER WEEK SOLID WASTE, RECYCLING AND YARD WASTE THE SAME DAY EACH WEEK (MONDAY-FRIDAY, 5 DAYS PER WEEK). APARTMENTS, CONDOMINIUMS & SCHOOLS COLLECTION AND DISPOSAL AT A MINIMUM ONCE A WEEK OR AS NEEDED TO PREVENT OVERFLOW. CONTRACT TERM - 1 YEAR.

ALTERNATE FOR OPTION #1 WOULD BE THE SAME COLLECTION AND DISPOSAL USING FLEET SERVICED BY COMPRESSED NATURAL GAS (CNG)

OPTION# 2: RESIDENTIAL/BUSINESS COLLECTION AND DISPOSAL RECEIVING CURBSIDE COLLECTION ONCE PER WEEK SOLID WASTE, RECYCLING AND YARD WASTE THE SAME DAY EACH WEEK (MONDAY-FRIDAY, 5 DAYS PER WEEK). APARTMENTS, CONDOMINIUMS & SCHOOLS COLLECTION AND DISPOSAL AT A MINIMUM ONCE A WEEK OR AS NEEDED TO PREVENT OVERFLOW. CONTRACT TERM - 3 YEARS.

ALTERNATE FOR OPTION #2 WOULD BE THE SAME COLLECTION AND DISPOSAL USING FLEET SERVICED BY COMPRESSED NATURAL GAS (CNG)

OPTION# 3: RESIDENTIAL/BUSINESS COLLECTION AND DISPOSAL RECEIVING CURBSIDE COLLECTION ONCE PER WEEK SOLID WASTE, RECYCLING AND YARD WASTE THE SAME DAY EACH WEEK (MONDAY-FRIDAY, 5 DAYS PER WEEK). APARTMENTS, CONDOMINIUMS & SCHOOLS COLLECTION AND DISPOSAL AT A MINIMUM ONCE A WEEK OR AS NEEDED TO PREVENT OVERFLOW. CONTRACT TERM - 5 YEARS.

ALTERNATE FOR OPTION #3 WOULD BE THE SAME COLLECTION AND DISPOSAL USING FLEET SERVICED BY COMPRESSED NATURAL GAS (CNG)

The Contractor may request the collection days to be changed with approval by the Township of Washington.

5.4 CONTAINERS

All containers, solid waste and recycling must be handled by contractor's employees carefully and must not be damaged by them. The said receptacles or containers shall be entirely emptied and shall be returned neatly without damage. All empty containers shall be placed off the roadway and in an upright position regardless of where a resident placed the cans for collection. The contractor shall also be responsible for refuse containers and shall replace any refuse containers damaged by the neglect of the employees of the contractor.

DUMPSTERS shall be provided by the Contractor for Public Work's facility, condominiums and townhouses requiring the service. The number and size of the dumpsters required at each location shall be determined in such a manner to prevent overflow of trash and recycling on the collection day. In the event that a change in container/dumpster amounts or sizes are needed during the term of the contract, the Contractor will be required to make the changes at his/her own expense at the request of the Township. In lieu of additional containers to prevent overflow, the Contractor will be required to provide additional collections per week. Dumpsters at the Public Work's facility will be filled by the Contractor not by Public Works staff.

5.5 COLLECTION SCHEDULE

A. All collection services, as described in these specifications shall be performed on all designated days between 7:00 am and 5:00 pm

B. The following legal holidays are exempted from the waste collection schedule:

1. New Year's Day
2. Christmas Day
3. Thanksgiving Day
4. July 4th
5. Memorial Day
6. Labor Day

Advertising of holidays and days when change of schedule may occur will appear in the South Jersey Times and the Star-Ledger.

5.6 SOLID WASTE DISPOSAL

A. All solid waste collected within the Township of Washington shall be disposed of in accordance with the Gloucester County Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at the following locations:

- Wheelabrator Gloucester Company (Solid Waste) located at 600 US 130 Westville, New Jersey and phone number (856)-742-1484
- Gloucester County Improvement Authority located at 254 County House Road, Clarksboro, NJ 08020
- OMNI (Recycling) located at 408 Lambs Road, Pitman, NJ 08071 and phone number (856)-786-7100
- Smith Orchards (Yard Waste) located at 212 Fish Pond Road, Sewell, NJ 08080 and phone number (609)-410-9986
- Magnum (E-Waste) - Phone number (856)-333-0991

These locations depend on the option awarded by the Township. Waste may be diverted to another licensed facility that has been selected by the Township. Should facilities change during the contract term, the Township shall alert the successful bidder.

B. The Township of Washington reserves the right to designate another disposal facility (or, if applicable, disposal facilities) in accordance with the Gloucester County Solid Waste Management Plan or in the event that the designated Disposal Facility (or, if applicable, Disposal Facilities) is unable to accept waste. The Township of Washington will assume all additional costs or benefits that are associated with such designation.

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 collection trucks shall be compaction types, completely enclosed and water tight. Subject to the prior approval of the 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.

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage, and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.

D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming

vehicle satisfactory to the Contract Administrator.

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 Township of Washington with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.

B. Telephone service shall be maintained on all collection days between the house of 7:00 am and 7:00 pm. The Township of Washington shall list the Contractor's telephone number in the Telephone directory along with other listings for the Township of Washington.

5.10 FAILURE TO COLLECT

A. The Contractor shall report to the Contract Administrator, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude collection. In the event of severe weather, 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 as soon as possible, but in no event later than the next scheduled collection day.

5.11 COMPLAINTS

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint log shall be available for inspection by the Township of Washington.

B. The Contractor shall submit a copy of all complaints received action taken to the Township of Washington.

C. The Contractor shall designate a supervisor to come in two (2) times a day to pick up complaints from their designated collection box at the Township Municipal Building/Public Works Building.

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 service provided in connection with the contract.

5.13 INVOICE AND PAYMENT PROCEDURE

A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.

1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Township of Washington for the preceding calendar month (the "Billing Month").

2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Township of Washington for reimbursement.

B. The Township of Washington shall pay all invoices within 60 days of receipt. The Township of Washington will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township of Washington shall have 60 days from the date of receipt of the corrected invoice to make payment.

C. Invoices shall specify the number and type of vehicle used for collection in the Township of Washington, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Township of Washington shall be charged shall be the difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle.

D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the Township of Washington shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the governing body; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

1. the amount of the invoice;
2. the origin of the waste;
3. the truck license plate number;
4. the total quantity and weight of the waste; and
5. the authorized tipping rate plus all taxes and surcharges

E. Where the Township of Washington will pay the costs of disposal, the disposal facility shall bill the Township of Washington directly for all costs (including taxes and surcharges).

5.14 COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Township of Washington 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 Contract Administrator, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Administrator, in writing, of any changes.

5.16 INSURANCE REQUIREMENTS

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. The insurance policy shall name the Township of Washington as an additional named insured indemnifying the Township of Washington with respect to the Contractor's actions pursuant to the Contract.

5.17 CERTIFICATES

Upon notification by the Township of Washington, the lowest responsible bidder shall supply to the Contract Administrator, within five days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.18 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Township of Washington from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Township of Washington 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.

5.19 DOCUMENT RETENTION

The Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such

records shall be made available to the New Jersey Office of the State Comptroller upon request.
N.J.A.C. 17:44-2.2.

6. BIDDING DOCUMENTS

(See Attached Below)

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF WASHINGTON

(Name of Local Contracting Unit)

TOWNSHIP OF WASHINGTON 2021 SOLID WASTE CONTRACT

(Name of Project)

08-18-T-399

(Project or Bid Number)

Failure to submit the following documents is a mandatory cause for the bid to be rejected.

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

Required with
Submission of Bid
(Owner's checkmarks)

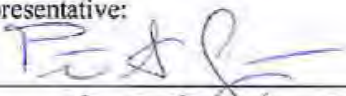
Initial Each Item
Submitted With Bid
(Bidder's Initials)

X ✓	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	(PD)
X ✓	A statement of ownership disclosure, pursuant to N.J.S.A. 52:25-24.2 (Stockholders Statement)	(PD)
X ✓	A bid guarantee as required by N.J.S.A. 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	(PD)
X ✓	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22 (Consent of Surety)	(PD)
X ✓	Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A 13:1E-126 et seq.	(PD)
X ✓	Statement of bidder's qualifications, experience and financial ability and Questionnaire	(PD)
X ✓	Submission of a Non-Collusion Affidavit (this form must be notarized)	(PD)
X ✓	Vehicle Dedication Affidavit	(PD)
X ✓	Affirmative Action Affidavit	(PD)
X ✓	Proposal	(PD)

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

Name of Bidder: Gold Medal Environmental of NJ, Inc.

By Authorized Representative:

Signature: 

Print Name and Title: Pat Angelastro, Vice President

Date: 6/10/21

Company Name: Gold Medal Environmental of NJ, Inc.

Mailing Address: 309 Salina Road, Sewell, NJ 08080

Physical Address: 309 Salina Road, Sewell, NJ 08080

Phone Number: (856) 784-5050

Fax Number: (856) 537-6090

E-Mail: info@goldmedal.net

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

TOWNSHIP OF WASHINGTON

(Name of Local Contracting Unit)

TOWNSHIP OF WASHINGTON 2021 SOLID WASTE CONTRACT

(Name of Project)

08-18-T-399

(Project or Bid Number)

Pursuant to N.J.S.A. 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 bidders 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	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			
<i>1</i>	<i>Date Change</i>	<i>email</i>	<i>5/18/21</i>	<i>PO</i>

Acknowledged by bidder:

Name of Bidder: *Gold Medal Environmental of NJ, Inc.*

By Authorized Representative:

Signature: *[Signature]*

Printed Name and Title: *Pat Angelastro, Vice President*

Date: *6/10/21*

ADDENDA

TO ALL BIDDERS OF THE

WASHINGTON TOWNSHIP SOLID WASTE CONTRACT - TRASH, GARBAGE AND
RUBBISH COLLECTION AND DISPOSAL, RECYCLING COLLECTION AND DISPOSAL

FOR
TOWNSHIP OF WASHINGTON

GLOUCESTER COUNTY, NEW JERSEY

ADDENDUM NO. 1

ISSUED DATE 5/18/2021

You are hereby notified in accordance with the paragraph entitled "Interpretation and Addenda" of the above captioned project that the following has been issued to clarify the meaning of the specifications and the conditions and specifications set forth in said addendum are to be considered as binding as if the same was set forth in the original contract documents.

ATTACH THIS ADDENDUM TO THE SPECIFICATIONS WHEN SUBMITTING BID.

A. General

1. The Bid Opening has been rescheduled from Tuesday, June 15, 2021 at 10:00AM to *Friday, June 18, 2021 at 10:00 AM.*

I acknowledge receipt of this Addendum:


Signature

Gold Medal Environmental of NJ, Inc.
Company

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Gold Medal Environmental of NJ, Inc.

Organization Address: 309 Salina Road

Sewell, NJ 08080

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
<i>None</i>	

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

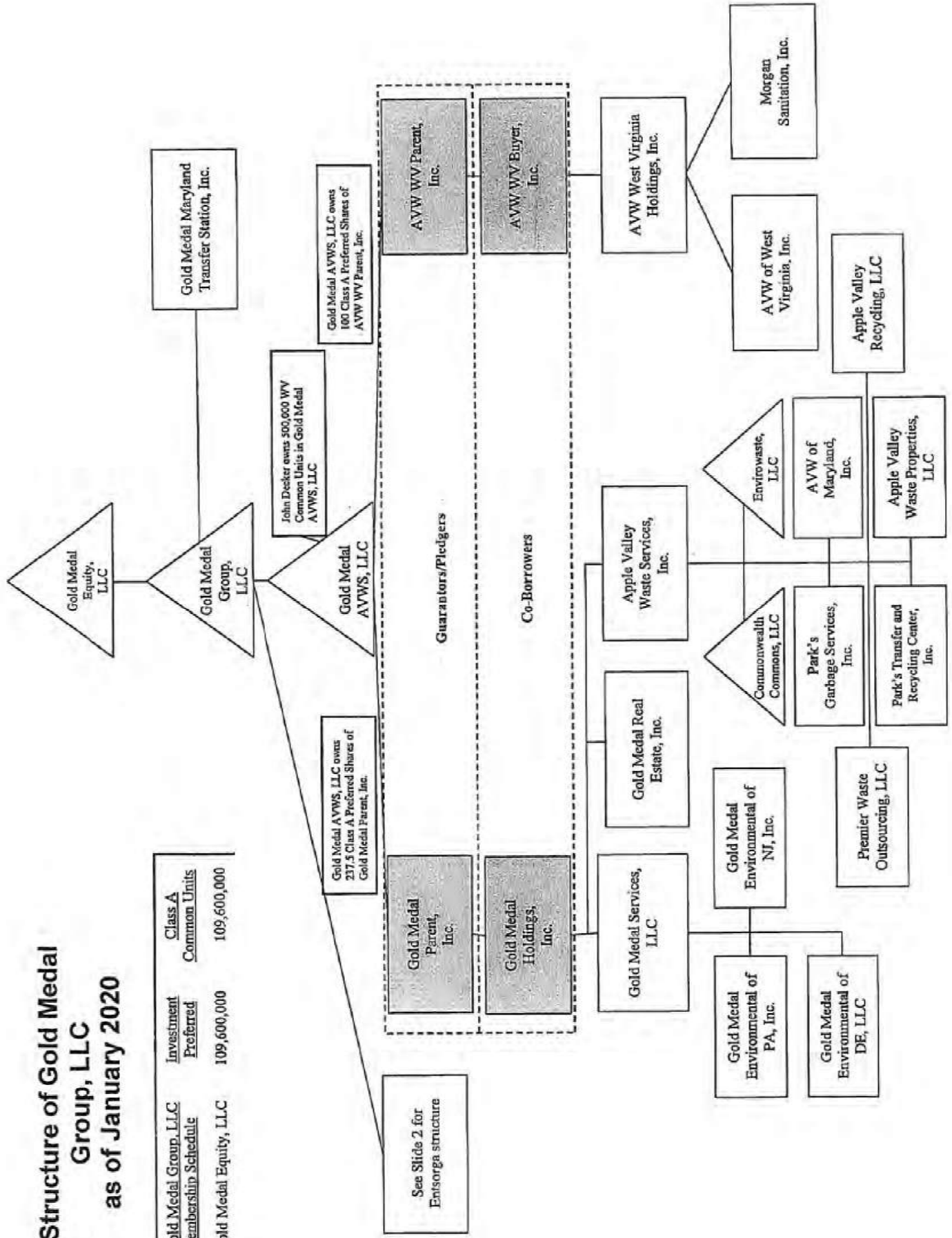
Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Pat Angelastro	Title:	Vice President
Signature:		Date:	6/10/21

Structure of Gold Medal Group, LLC as of January 2020

Gold Medal Group, LLC	Investment	Class A
Membership Schedule	Preferred	Common Units
Gold Medal Equity, LLC	109,600,000	109,600,000



BID SECURITY

Attach bid bond, cashier's check or certified check in the amount of 10% of the bid, but not in excess of \$20,000.00.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Gold Medal Environmental of NJ, Inc.
309 Salina Road Sewell, NJ 08080

as Principal, hereinafter called the Principal, and Endurance Assurance Corporation
1221 Avenue of the Americas, 18th Floor, New York, NY 10020

a corporation duly organized under the laws of the State of DE

as Surety, hereinafter called the Surety, are held and firmly bound unto Washington Township

523 Egg Harbor Road Sewell, NJ 08080

as Obligor, hereinafter called the Obligor, in the sum of Twenty Thousand Dollars and 00/100

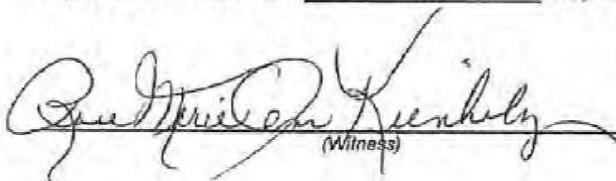
Dollars (\$ 20,000),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solid Waste and Recyclable Materials Collection Service

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

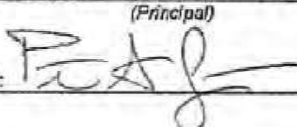
Signed and sealed this 18th day of June, 2021


(Witness)

Gold Medal Environmental of NJ, Inc.

(Principal)

(Seal)

By: 

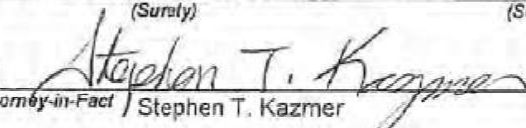
Vice President
(Title)


Jennifer J. McComb (Witness)

Endurance Assurance Corporation

(Surety)

(Seal)

By: 

Stephen T. Kazmer
Attorney-in-Fact

(Title)

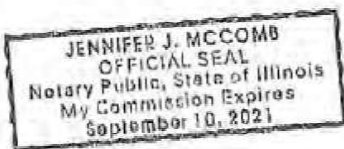
STATE OF IllinoisCOUNTY OF DuPage

I, Jennifer J. McComb Notary Public of DuPage County,
in the State of Illinois, do hereby certify that Stephen T. Kazmer
Attorney-in-Fact, of the Endurance Assurance Corporation
who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Endurance Assurance Corporation

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove
in said County, this 18th day of June A.D., 2021


Notary Public Jennifer J. McComb

My Commission expires: September 10, 2021

ENDURANCE ASSURANCE CORPORATION

209

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett its true and lawful Attorney(s)-in-fact, at DOWNER'S GROVE in the State of IL and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

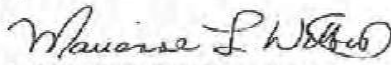
This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

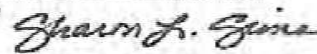
IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 10th day of SEPTEMBER of 2018 at Purchase, New York.

(Corporate Seal)
ATTEST


MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By


SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN

On the 10th day of SEPTEMBER of 2018 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)



Nicholas James Beninati, Notary Public - My Commission Expires 12/6/2019

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN

CERTIFICATE

I, CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 18th day of June, 2021.

(Corporate Seal)


CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretyandclaims@sempo-ind.com

Surety Claims Hotline: 877-676-1675

Mailing Address: Surety Claims Department, Sempco International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the bidder is awarded the contract that the surety company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the surety to issue on behalf of the bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waiveable and will be considered a material defect resulting in rejection of bid if omitted from bid package.
4. Must not contain any provision that would serve to limit the surety's liability to the "spread to second" bidder in the event the bidder fails to enter into a contract upon award.

Sample wording is as shown below:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$_____, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

SAMPLE

Company, Insurance

(Name)

(Address)

existing under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting

Agency) _____

for:

(Project) _____

_____ is awarded to

(Bidder) _____

the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this _____ day of _____, 20_____.

(Name) INSURANCE COMPANY

By _____
(Name)
Attorney in Fact

(To be accompanied by the usual proof of Authority of Officers of officers of the Surety Company to execute same)

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid to the undersigned, and for other valuable consideration, the Endurance Assurance Corporation, existing under the laws of the State of Delaware and licensed to do business in the State of New Jersey certifies and agrees, that if the Contract for:

Township of Washington
Gloucester County, New Jersey

For:

Washington Township Solid Waste Contract – Trash, Garbage and Rubbish Collection and Disposal, Recycling Collection and Disposal

Is awarded to

Gold Medal Environmental of NJ, Inc.

The undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this 18th day of June, 2021.

Endurance Assurance Corporation

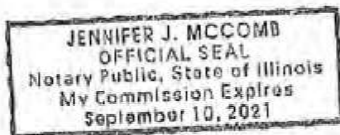
By: Stephen T. Kazmer
Stephen T. Kazmer, Attorney-in-Fact

STATE OF IllinoisCOUNTY OF DuPage

I, Jennifer J. McComb Notary Public of DuPage County,
in the State of Illinois, do hereby certify that Stephen T. Kazmer
Attorney-in-Fact, of the Endurance Assurance Corporation
who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Endurance Assurance Corporation

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove
in said County, this 18th day of June A.D., 2021




Notary Public Jennifer J. McComb

My Commission expires: September 10, 2021

ENDURANCE ASSURANCE CORPORATION

209

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 2nd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint James I. Moore, Stephen T. Kazner, Dawn L. Morgan, Kelly A. Gardner, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Tariesse M. Pisciotto, Diane Rubright, Amy Wickell its true and lawful Attorney(s)-in-fact, at DOWNERS GROVE in the State of IL and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 10th day of SEPTEMBER of 2018 at Purchase, New York.

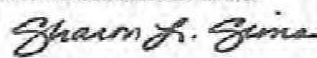
(Corporate Seal)
ATTEST



MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By



SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN

On the 10th day of SEPTEMBER of 2018 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)



Nicholas James Benes, Notary Public - My Commission Expires 12/6/2019

STATE OF NEW YORK
COUNTY OF NEW YORK

ss: MANHATTAN

CERTIFICATE

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

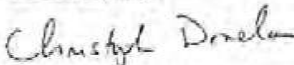
And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 18th day of June, 2021.

(Corporate Seal)



CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.
Primary Surety Claims Submission: suretybondclaims@sumpoint.com
Surety Claims Hotline: 877-678-7575

Mailing Address: Surety Claims Department, Surety International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

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

Name *Gold Medal Environmental of NJ, Inc.*

Complete Address *309 Salina Road
Sewell, NJ 08080*

Telephone Number *(856) 784-5050*

Certificate Number *SW2463*

Date *6/10/21*

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

This Certificate is
Non-Transferrable



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
ENVIRONMENTAL MANAGEMENT

401 E. STATE STREET
2ND FLOOR, WEST WING
MAIL CODE 401-02C
TRENTON, NJ 08625-0420

CHRIS CHRISTIE
GOVERNOR

BOB MARTIN
COMMISSIONER

KIM GUADAGNO
DEPUTY COMMISSIONER

CERTIFICATE
OF
PUBLIC CONVENIENCE AND NECESSITY

HEREBY ISSUED TO: GOLD MEDAL ENVIRONMENTAL OF NJ INC.

STREET ADDRESS
NOT APPLICABLE

MAILING ADDRESS
WALTER B. DENNEN, REGISTERED AGENT
40 NEWTON AVENUE
WOODBURY, NEW JERSEY 08096

SW NUMBER: SW2463
(FORMALLY CHOICE ENVIRONMENTAL SERVICES OF NEW JERSEY, INC.)

FOR AUTHORITY TO ENGAGE IN THE BUSINESS OF SOLID WASTE COLLECTION AS
DEFINED IN N.J.S.A. 13:1E-1 ET SEQ. IN AND ABOUT THE STATE OF NEW JERSEY

The authority granted shall not exceed that requested in Docker No. MA2010-014

IT IS MADE A CONDITION OF THIS CERTIFICATE THAT THE HOLDER SHALL OPERATE
IN COMPLIANCE WITH THE AUTHORITY HEREIN GRANTED UNDER THE PROVISIONS
OF N.J.S.A. 48:13A-1 ET SEQ. AND N.J.S.A. 13:1E-1 ET SEQ. FAILURE TO DO SO SHALL
CONSTITUTE SUFFICIENT GROUNDS FOR SUSPENSION OR REVOCATION PURSUANT TO
N.J.S.A. 48:13A-9 ET SEQ.

NAME CHANGE

MA2010-014

NO2014-SW2463

Date of Issue: 8/25/2014

Deborah Pinto

Deborah Pinto, Bureau Chief
Bureau of Planning and Licensing



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
ENVIRONMENTAL MANAGEMENT

401 E. STATE STREET
2ND FLOOR, WEST WING
MAIL CODE 401-02C
TRENTON, NJ 08623-0420

CHRIS CHRISTIE
GOVERNOR

BOB MARTIN
COMMISSIONER

KIM GUADAGNO
LT. GOVERNOR

Gold Medal Environmental of NJ Inc.
2600 SW 3rd Avenue
Fort Lauderdale, FL 33315

JUL 24 2014

RE: Solid Waste Transporter License

Dear Applicants:

The investigative report from the Attorney General required under N.J.S.A. 13:1E-126 et seq. was received by the Department of Environmental Protection (the Department). Based on the Department's review of the aforementioned investigative report, a solid waste transporter license was issued on January 14, 2004 to: Waste Holding, Inc. On September 30, 2009 the name was officially amended and a solid waste transporter license was reissued on December 17, 2009 to: Choice Environmental Services of New Jersey Inc.

A Certificate of Amendment was filed with the New Jersey State Treasurer on April 21, 2014 for Gold Medal Environmental of NJ Inc. to effectively replace Choice Environmental Services of New Jersey Inc. Therefore, the aforementioned Solid Waste Transporter License is reissued in the name of

GOLD MEDAL ENVIRONMENTAL OF NJ INC.

Please be advised that the license hereby issued is a "conditional" license and is modified by the terms and conditions as specified on the attached document as they have been put forth by the Attorney General's Office. Failure to meet the specified conditions will result in the revocation of this license.

This license is only issued to Gold Medal Environmental of NJ Inc. for its exclusive use and control, and it must be renewed annually by filing the Annual License Update form as well as any other change of information concerning your company or its operation as required by the Department.

Prior to commencing solid waste business operations you are required to update your Certificate of Public Convenience and Necessity (CPCN). Questions regarding the CPCN should be directed to (609) 633-1389.

Please be advised that you are required to notify the NJDEP Vehicle Registration Unit of this name change. You should contact them directly at (609) 292-7081.

Sincerely,

Deborah Pinto

Deborah Pinto, Chief
Planning & Licensing

Enclosure

c: Raghu Murthy, DAG
Lt. Joseph McNally, NJSP
Suzanne Conway, NJDEP, SWUCA
Robert Gomez, NJDEP, TOU
003982 - PI 331199

Gold Medal Environmental of NJ Inc.

Condition of Solid Waste License: Official Company Name

The State of New Jersey, Division of Commercial Recordings database indicates that this company is registered as Gold Medal Environmental of NJ Inc. (commercial record number: 0100892644), which is the official company name licensed as a solid waste transporter in New Jersey. Therefore, you are required to conduct all solid waste business activities and operations under the registered and licensed name of: Gold Medal Environmental of NJ Inc., including, but not limited to, lettering of all waste equipment, billing and invoices, insurance, and all state and federal identification numbers and registrations.

Condition of Solid Waste License and Notice to Licensee: Key Employee Disclosures

All supervisory or discretionary decisions with respect to solid waste operations can only be made by key employees disclosed to the Department pursuant to N.J.S.A. 13:1E-127(f). Therefore, Gold Medal Environmental of NJ Inc. is required to file a Personal History Disclosure for all key employees; that is, any supervisors, or any individuals empowered by Gold Medal Environmental of NJ Inc. to make discretionary decisions with respect to the solid waste operations of the company. Gold Medal Environmental of NJ Inc. must file a Personal History Disclosure for these individuals regardless of whether they are employees of Gold Medal Environmental of NJ Inc. or independent contractors.

Condition of Solid Waste License Prohibition of Sale of License

Pursuant to N.J.S.A. 13:1E-133; If, at any point subsequent to issuance of this license, this company has no solid waste equipment registered with NJDEP, or has no customers; the owners are prohibited from effecting any transaction which results in a change in majority ownership of the company, until NJDEP has reviewed disclosure statements from the proposed new owners and approved their participation in the New Jersey solid waste industry in accordance with N.J.S.A. 13:1E-126 to 135.

STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF Gloucester }

Washington Township
Solid Waste And Recyclable
Materials Collection Service

SS: [PROJECT NAME]

I, Pat Angelastro, am the Vice President [IDENTIFY RELATIONSHIP TO BIDDER:
OWNER, PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER] of the
, and being duly sworn, I depose and say: Gold Medal Environmental of NJ, Inc.

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Township of Washington to award to [NAME OF BIDDER] the contract for solid waste collection [and recycling] services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that the Township of Washington will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.

4. I also understand and agree that the Township of Washington's Council may reject that bid proposal in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the Township of Washington, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Township of Washington with any information necessary to verify the answers given.

Gene Pat Angelastro
Name of Firm or Individual

Vice President
Title:

[Signature]
Signature

6/10/21
Date:

Subscribed and sworn to before me this

10th day of June 2021
Notary Public of New Jersey
[Signature]

My Commission expires 10/27, 2024

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

QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the Township of Washington. 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?

6⁺

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

See Attached

3. Has the bidder failed to perform any contract awarded to it by the TOWNSHIP OF WASHINGTON'S COUNCIL 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 TOWNSHIP OF WASHINGTON'S COUNCIL 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.

See Attached

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.

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.
- See Attached*
8. Where can this equipment described above be inspected?
- 309 Salina Road
Sewell, 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.
- N/A*
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.
- N/A*
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.
- N/A*

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

See Attached

13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection. In accordance with N.J.S.A. 40A:11-13(f), the bidder shall additionally submit a financial statement if a financial statement is Federally required as a condition upon the awarding of a monetary grant to be used for the purchase, contract or agreement.

Attached

14. Additional remarks.

QUESTION NO. 2

Gold Medal Environmental of NJ, Inc.
Gold Medal Environmental of PA, Inc.
Gold Medal Environmental of DE, Inc.
Gold Medal Services, LLC
Gold Medal Services of FL, LLC
Gold Medal Holdings, Inc.
Gold Medal Parent, Inc.
Gold Medal Group, LLC
Choice Environmental Services of New Jersey, Inc.
Sold Waste Resources Company, LLC
Immokalee Realty Holdings, LLC
Choice Realty Holdings, LLC
Lee County Realty Holdings, LLC
Gulfstream Holdings, LP
Integrated Property Management LLC
Choice Recycling & Recovery, LLC
Harmony Lane Holdings, LLC
Sage Sterling Investments, LLC
BioHiTech America, LLC
Entsorga West Virginia, LLC
Apple Valley Waste Service, Inc.
Data Communique, Inc.
E.N.A. Renewables, LLC
Washington Printing, LLC
BioHiTech Europe Limited
Apple Valley Waste Conversions, LLC
BHT Financial, LLC
New Windsor Resource Recovery, LLC

GOLD MEDAL ENVIRONMENTAL PUBLIC ENTITY CONTRACTS

MUNICIPALITY	START	EXPIRATION	ANNUAL REVENUE
Atlantic City	8/1/2017	7/31/2022	\$2,480,223.00
Borough of Clayton	1/1/2021	12/31/2026	\$540,735.36
Borough of Gibbsboro	10/1/2020	9/30/2025	\$131,070.00
Borough of Merchantville	7/1/2021	6/30/2026	\$239,803.92
Borough of National Park	9/1/2017	8/31/2022	\$135,465.00
Borough of Paulsboro	1/1/2018	12/31/2023	\$335,448.00
Borough of Woodbine	1/1/2019	12/31/2023	\$73,072.80
City of Ocean City	2/1/2018	1/31/2023	\$1,604,614.32
City of Wildwood	1/1/2020	12/31/2025	\$710,940.00
Deptford Township	3/1/2017	2/28/2022	\$1,381,674.84
Greenwich Township	1/1/2018	12/31/2023	\$173,306.40
Middle Township	1/1/2020	12/31/2024	\$982,825.92
North Wildwood	1/1/2019	12/31/2023	\$503,661.96
Washington Township	8/1/2016	7/31/2021	\$2,706,502.92
Borough of Cape May Point	5/1/2019	12/31/2023	\$63,399.96
Borough of Avalon	5/1/2019	5/31/2023	\$846,792.60
Commercial Township	5/1/2019	12/31/2021	\$264,420.00
Borough of West Wildwood	1/1/2020	12/31/2024	\$74,556.96

GOLD MEDAL ENVIRONMENTAL OF NJ, INC.

#6 GOVERNMENT COMPLETED CONTRACTS

MUNICIPALITY	HOMES	START	EXPIRATION	COLLECTION METHOD	DISPOSAL SITE	ADMINISTRATOR	CONTACT
Borough of Lindenwold	17613	7/20/2015	12/13/2016	Curbside	Covanta	Craig Wells	856-373-0079
Moorestown Township	6900	3/1/2012	2/28/2017	Curbside	Burlington County Landfill	Scott Carew	856-235-0912
Pennsville Township	5000	7/1/2012	6/30/2017	Curbside	Salem County Landfill	Jack Lynch	856-678-7331
Buena Borough	1723	6/1/2010	8/31/2017	Curbside	ACUA	MaryAnn Coraluzzo	856-694-9393
Oldmans Township	700	3/1/2013	2/28/2018	Curbside	Salem County Landfill	Melinda Taylor	856-299-0780
Borough of Avalon	5055	6/1/2013	5/31/2018	Curbside	CMCMUA	Bill Macomber	609-967-7697
Riverside Township	3147	9/1/2014	8/31/2019	Curbside	Burlington County Landfill	Meghan Jack	856-461-1460
Borough of West Cape May	1025	6/18/2014	12/31/2020	Curbside	CMCMUA	Elaine Wallace	609-884-1005
Maurice River Township	1500	1/1/2018	12/31/2020	Curbside	CCIA	Denise Peterson	856-785-1120
Medford Township	8207	2/1/2018	1/31/2021	Curbside	Burlington County Landfill	Judy Scherf	609-654-6791
Elk Township	1531	1/1/2019	3/31/2021	Curbside	Wheelabrator	Stephen Considine	856-881-6525
Mount Laurel Township	11561	6/1/2016	5/31/2021	Curbside	Burlington County Landfill	Meredith Tomczyk	856-234-0001
Willingboro Township	11011	6/1/2016	5/31/2021	Curbside	Burlington County Landfill	Rich Brevogel	609-877-2200

