

**CHERRY HILL TOWNSHIP****OPEN PUBLIC RECORDS ACT REQUEST FORM**

Cherry Hill Township

Date Received: 6/16/2021

Tracking Number: _____

OPRA-Req-21-0822**Important Notice**

The last page of this form contains important information related to your rights concerning government records. Please read it carefully.

Requestor Information**Payment Information**Name: Vanessa LevyMaximum Authorized Cost 0

Address: _____

City: _____ State: NJ Zip: _____Letter size pages - \$0.05 per page
Legal size pages - \$0.07 per page
Other materials (CD, DVD, etc) - actual
cost of material

Telephone: _____ Fax: _____

Email: xxxxxxxxxxxxxxxxxxxxxxxxxxxx@xxxxxxxx.xxxxxxxxx.xxxPreferred Delivery: E-Mail☐ If you are requesting records containing personal information: Under penalty of N.J.S.A.
2C:28-3, I certify that I HAVE NOT been convicted of any indictable offense under the laws of
New Jersey, any other state, or the United States.

Signature: _____ Date: _____

Record Request Information:

Location: _____

Dear Cherry Hill Township,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Pursuant to the Open Public Records Act, I am requesting the following public records:

- 1) The Municipality's current contract for waste disposal services.
- 2) If not specified in the contract itself, records indicating the cost of disposal (in dollars per ton) for each year under the contract, such as a Price Bid Form.
- 3) If not specified in the contract itself, the term of the contract and the terms for any renewal periods and notifications required for activating or canceling such renewal periods.

For purposes of this request, the term "records" means information of any kind, including, but not limited to, documents (handwritten, typed, electronic or otherwise produced, reproduced, or stored), letters, e-mails, text messages, facsimiles, memoranda, correspondence, notes, databases, drawings, graphs, charts, photographs, maps, forms, minutes of meetings, electronic and magnetic recordings, and any other compilation of data from which information can be obtained, no matter the media upon which it is stored or whether communications took place on public or private electronic devices or phone or email accounts.

If the Municipality believes the records exist that are responsive to this request, but those records or portions of those records are believed to be exempt from disclosure, please identify the records that are being withheld. Please state the basis for the denial for each record being withheld including statute, regulation or court decision. Please cite that law or case, including the specific section or sections you rely upon, in your written response. In addition, please provide the nonexempt portion of the records.

If the Municipality does not possess or control these records but knows or believes that another entity does, please forward this request to the appropriate person and inform me that you have done so.

N.J.S.A.47:1A-5(d) states: "A custodian shall permit access to a government record and provide a copy thereof in the medium requested if the public agency maintains the record in that medium. If the public agency does not maintain

the record in the medium requested, the custodian shall either convert the record to the medium requested or provide a copy in some other meaningful medium." Pursuant to 47:1A-5(d), please provide the records in searchable, commonly-available electronic formats, such as text or HTML formatted emails, PDF files, CSV spreadsheets, or Microsoft Office formats. Files already in any of these formats are requested to be provided in their native formats for ease of use and for minimal burden on Municipality staff. Please know that electronic records that are printed and scanned, making them unsearchable will be deemed a denial of this request and will leave the Municipality subject to legal appeal.

I ask that the fees be waived in accordance with N.J.S.A.47:1A-5(b) which states: "Access to electronic records and non-printed materials shall be provided free of charge."

Please provide these records here. If files are unusually large, please consult me to arrange the least-cost method for transmitting the files. I will only accept paper copies of files that do not exist in readable electronic formats.

Please respond within 7 business days per N.J.S.A. 47:1A-5(i). Please transmit the materials to me as they become available, rather than wait for all records to become available to dispense. If you have any questions regarding this request, please contact me.

Finally, please confirm receipt of this Open Public Records Act request.

Sincerely,
Vanessa Levy

AGENCY USE ONLY:

Est. Document Cost: _____
Est. Delivery Cost: _____
Est. Extras Cost: _____
Total Est. Cost: _____
Deposit Amount: _____
Estimated Balance: _____
Deposit Date: _____

AGENCY USE ONLY:

Disposition Notes:

Custodian: If any part of request cannot be delivered in seven business days, detail reason here.

In Progress - Open _____
Denied - Closed _____
Filled - Closed _____
Partial - Closed _____

AGENCY USE ONLY:

Tracking Information:

Tracking #	_____	Total	_____
Rec'd Date	_____	Deposit	_____
Ready Date	_____	Bal. Due	_____
Total Pages	_____	Bal. Paid	_____

Final Cost:

Records Provided: _____

Custodian Signature:

Date:

**MASTER CONTRACT BETWEEN THE TOWNSHIP OF CHERRY HILL AND
REPUBLIC SERVICES OF NEW JERSEY, LLC FOR SOLID WASTE AND
RECYCLABLE MATERIAL COLLECTION**

THIS AGREEMENT, made this 30th day of October, 2020, shall be between **REPUBLIC SERVICES OF NEW JERSEY, LLC** [hereinafter "REPUBLIC" or "Contractor"], having its principal place of business located at 4100 Church Road, Mount Laurel, NJ 08054, and the **TOWNSHIP OF CHERRY HILL** [hereinafter the "TOWNSHIP"], a municipal corporation, whose principal place of business is 820 Mercer Street, Cherry Hill, NJ 08002, as the Lead Agency for Cherry Hill Cooperative Pricing System – Identifier #37-CHCPS.

RECITALS

WHEREAS, the TOWNSHIP is in need of refuse and recycling collection and disposal services; and

WHEREAS, the TOWNSHIP, as the Lead Agency for Cherry Hill Cooperative Pricing System – Identifier #37-CHCPS, solicited bids for various options including participating members of the Cooperative Pricing System to allow for a combined effort in securing solid waste and recyclable materials collection services; and

WHEREAS, pursuant to N.J.S.A. 40A:11-1, et seq., bids were received and opened on August 18, 2020 for the solid waste and recyclable material collection services for all participating municipalities; and

WHEREAS, the bids have been evaluated by the Director of Public Works and the Township's Purchasing Agent, and the recommendation is made as hereinafter provided to award the following bid options to REPUBLIC as the lowest responsible bidder to comply with the bid specifications; and

WHEREAS, Bid Option #6 provided for a five-year total bid value of \$25,273,907.00 for the collection of solid waste and recyclables for the Township; and

WHEREAS, "add" option #1 provided for a five-year total value of \$7,434,420.00 for the disposal of all collected solid waste; and

WHEREAS, this add option has an opt-out clause after January 1, 2023 allowing the Township to terminate the solid waste disposal service if the county cooperative group secures a decreased price for this service; and

WHEREAS, The Township of Cherry Hill's total obligation of the bid for solid waste and recyclable material collection and disposal service is \$32,708,327.00; and

WHEREAS, Bid Option #10 provided for a five year total bid of \$50,863.00 for solid waste and recycling materials collection for Cherry Hill Fire Department; and

WHEREAS, individual members are required to contract for the services to be provided to that member; and

WHEREAS, by Resolution 2020-10-14, REPUBLIC was awarded the contract for the previously referenced options; and

WHEREAS, it is the desire of the TOWNSHIP and REPUBLIC to enter into this Agreement.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the prices stated in REPUBLIC's Bid Proposal, which is hereby incorporated herein by reference, REPUBLIC agrees to supply the TOWNSHIP refuse and recycling collection and disposal services in accordance with the Notice to Bidders, Bid Specifications, Bid Proposal and any Addenda, and the terms of this Agreement as follows:

1. TERM. The term of this contract shall commence on January 1, 2021 and shall run for a period of five (5) years, ending on December 31, 2025.
2. SCOPE OF WORK. REPUBLIC agrees to provide Solid Waste (Automated/Semi-Automated), Recycling (automated/semi-automated), Yard Waste (standard collection), and White Goods (standard collection) curbside collection for all residential units, single family, twin homes, duplexes, townhouses and condominium units as listed in the Notice to Bidders and Specifications for the TOWNSHIP, which are attached and fully incorporated herein. The NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS, and BID SPECIFICATIONS are attached hereto and made a part hereof. Curbside collection will be once a week for all services.

REPUBLIC will provide solid waste and recycling services (no yard waste) for all container collection services. Container service will be a minimum of once a week or more as noted in the Specifications.

The bulk waste will be collected once a week for all curbside and container service.

REPUBLIC will provide move out collection one day per week for the entire TOWNSHIP. The move out collection service shall be a call-in program administered by REPUBLIC. REPUBLIC is limited to supplying a maximum of one vehicle for this collection for an 8-hour day. Rear loading packer is permitted for this service. The vehicle will be a dedicated truck.

REPUBLIC will provide White Goods collection one day per week for the entire TOWNSHIP. The white goods collection shall be a call-in program.

REPUBLIC shall use automated/semi-automated vehicles for the collection of all solid waste that is specified to be collected via curbside collection. The vehicle is to provide for an automated arm that physically transfers the trash cart from

the designated collection site to the vehicle and then replaces cart to the original cart placement location. The vehicle is to be able to collect, at a minimum, both 96-gallon and 64-gallon trash carts. The options for automated/semi-automated collection provide for REPUBLIC to supply and deliver 21,236 96 gallon containers to all curbside collection locations. Vehicle and applicable containers must be compatible in compliance with Section 5.7 of the Notice to Bidders.

All containers for Solid Waste and Single Stream Recycling are to be supplied by REPUBLIC. All existing totes with the identification of "RecycleBank" and blue in color are the property of the TOWNSHIP and will remain at the locations identified in Section 5.02 of the Specifications. REPUBLIC will service these totes but are not required to supply units. Any totes that are not identified as "RecycleBank" will be removed by their owner. REPUBLIC will be required to replace these totes. All replaced totes shall be blue in color and shall become the property of the TOWNSHIP.

Container service for Cherry Hill multi-family, condos, municipal facilities, sports complexes and swim clubs shall be for collection and transportation only. Containers shall be serviced by a dedicated truck and cannot be mixed with any other solid waste. The TOWNSHIP will be responsible for all cost for disposal.

Only front load container service shall be used for the collection of solid waste. At no time shall locations specified by the municipality for front load container service be collected by rear load type trucks with other residential solid waste. The TOWNSHIP reserves the right to increase or decrease the number and location of the sites, number of containers at each site, and the frequency of collection to meet its needs. For container service that is provided more than once a week, the service schedule shall be such that collection days are sufficiently spaced to provide timely collection of all materials.

REPUBLIC agrees to provide solid waste and recycling materials to participating cooperative members for the awarded options as listed in the Notice to Bidders and Specifications, which are attached and fully incorporated herein. The NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS, and BID SPECIFICATIONS are attached hereto and made a part hereof. Individual members are required to contract for the services to be provided to that member.

3. PAYMENT. The TOWNSHIP agrees to make payments in accordance with the terms of REPUBLIC's proposal. REPUBLIC shall be paid by the TOWNSHIP for services rendered under this Agreement in the amount as documented in the chart below:

OPTION 6:

	Solid Waste Collection Services	Recycling	Yard Waste	White Goods	Sports Complexes (Solid Waste and Recycling)	Swim Clubs (Solid Waste and Recycling)	Bulk Waste
Year 1	\$1,656,229	\$1,538,903	\$808,272	\$41,846	\$14,742	\$17,185	\$635,272
Year 2	\$1,715,182	\$1,593,750	\$836,562	\$43,311	\$15,259	\$17,787	\$657,506
Year 3	\$1,774,311	\$1,648,628	\$865,842	\$44,827	\$15,793	\$18,410	\$680,519
Year 4	\$1,836,318	\$1,706,236	\$896,146	\$46,396	\$16,345	\$19,054	\$704,337
Year 5	\$1,901,208	\$1,766,573	\$927,511	\$48,020	\$16,917	\$19,721	\$728,989
Total	\$8,883,248	\$8,254,090	\$4,334,333	\$224,400	\$79,056	\$92,157	\$3,406,623

GRAND TOTAL: \$25,273,907.00

The TOWNSHIP shall pay REPUBLIC equal monthly payments for the services provided for each annual contracted year.

The TOWNSHIP reserves the right to eliminate yard waste or white goods recycling collection services by notice 90 days prior to each anniversary of the Agreement.

The TOWNSHIP reserves the right to eliminate solid waste and recycling services for the sport complexes and swim clubs by notice 90 days prior to each anniversary of the Agreement.

ADD OPTION #1:

Contractor to Own and Dispose of Solid Waste Materials

Year 1	Approx. 21,000 tons @ 66.80 per ton	\$1,402,800
Year 2	Approx. 21,000 tons @ 68.17 per ton	\$1,431,570
Year 3	Approx. 21,000 tons @ 70.52 per ton	\$1,480,920
Year 4	Approx. 21,000 tons @ 72.99 per ton	\$1,532,790
Year 5	Approx. 21,000 tons @ 75.54 per ton	\$1,586,340
Approximate Total		\$7,434,420.00

The TOWNSHIP reserves the right to eliminate the solid waste disposal services following Year 2 (January 1, 2023) and redirect disposal to any facility within 25 miles, in state, of the border of the municipality. If service is eliminated, notice will take place a minimum of 90 days prior to the yearly anniversary of the Agreement. The right is limited to: 1) the TOWNSHIP securing pricing that is a reduction of costs over the contracted value provided in the above consideration or 2) the County securing a solid waste disposal agreement that represents a more favorable opportunity, for one, or all municipalities within the County. This

opportunity could be in the form of a lesser than, or equal to, per the ton tip fee, or electrical generation technology that provides value in the form of sustainable kilowatt pricing, to any one, or all, municipalities within Camden County.

The tonnage above is estimated. REPUBLIC will be paid for the actual tonnage of waste which is to be disposed. See Section 5.13 "Invoice and Payment Procedure."

Under no circumstances shall the TOWNSHIP as the Lead Agency be responsible or liable for any purchases on behalf of any other participating cooperative members.

4. SUBCONTRACTING. REPUBLIC shall not subcontract any portion of work to be performed by REPUBLIC unless specifically approved, in writing, by the TOWNSHIP. REPUBLIC shall be responsible for the performance and work of any such contractors.
5. INSURANCE COVERAGE. REPUBLIC shall take out and maintain in full force and effect at all times during the life of this Agreement insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17.

A. Under N.J.A.C. 7:26H-6.17, REPUBLIC shall be required to purchase and maintain during the life of the contract, comprehensive general and contractual liability insurance, comprehensive automobile liability insurance and workers' compensation insurance with limits of not less than the following:

1. For workers' compensation, unlimited coverage and in accordance with New Jersey statutes for employer's liability;
2. For comprehensive general and contractual liability insurance coverage, the policies to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract, bodily injury liability limits of \$1,000,000 each person and property damage liability limits of \$3,000,000 each occurrence; and
3. For comprehensive automobile liability insurance coverage, bodily injury liability limits of \$500,000 each person and \$1,000,000 each occurrence, and property damage liability limits of \$1,000,000 each occurrence.

B. The insurance certificate shall list the TOWNSHIP as additional insured on the comprehensive general contractual liability, automobile liability, and umbrella policies.

C. Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without 30 days prior written notice to the contract administrator. All insurance required pursuant to (A) above shall remain in full force and effect until the final contract payment.

D. Each insurance policy shall provide that neither the contractor, nor its insurer, shall have any right to subrogation against the governing body. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.

E. Certificates of insurance shall be delivered to the contract administrator at the time designated by the contracting unit provided however, that the time so designated shall be after the contract is awarded and prior to the commencement of performance.

F. Upon notification by the TOWNSHIP, REPUBLIC shall supply the Contract Administrator, within five (5) days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

6. INDEMNIFICATION. REPUBLIC shall indemnify and hold harmless the TOWNSHIP from and against all claims, damages, losses, and expenses, including all reasonable expenses incurred by the individual participating members 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 REPUBLIC, its agents, servants, or employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

7. PERFORMANCE BOND. REPUBLIC 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. REPUBLIC shall provide said performance bond to the TOWNSHIP. The performance bond must be provided prior to or concurrent with the required time frame for the delivery of the executed contract as described in Section 4.2 of the Specifications. The performance bond for each succeeding year shall be delivered to the TOWNSHIP with proof of full payment of the premium one-hundred twenty (120) days prior to the expiration of the current bond.

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 to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, REPUBLIC 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 in re-bidding the contract.

8. LIQUIDATED DAMAGES. REPUBLIC agrees that liquidated damages will be assessed in all cases where the TOWNSHIP shall elect to take such liquidated damages for actual costs, but not less than the following:

A. \$2,000.00 per route or any portion thereof for each day that REPUBLIC fails to collect the refuse or recyclable material except where due to an Act of God. "Route" shall be defined to mean the path which each truck follows to collect refuse in any given day. Each truck responsible for the collection of refuse shall be deemed to comprise its own route.

B. For failure to clean up immediately, spillage from REPUBLIC's vehicles or resulting from the collection or carting of refuse: \$100.00 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: \$100.00 dollars.

D. For failure to provide information as to the number and type of trucks working daily: \$50.00 a day.

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

F. \$100.00 for failure to replace or pay for any container or cover within seven (7) days as prescribed.

G. \$200.00 per occurrence for regularly failing to collect a stop.

H. \$100.00 per occurrence for failure of any collection vehicle to be equipped with a broom or shovel as required.

I. \$100.00 for failure of the Supervisor to report and collect complaints as set forth in Section 5.11 of the Specifications.

J. If REPUBLIC mixes a load of recyclable material with solid waste, liquidated damages will be assessed in the amount equal to the entire disposal cost of the material in the truck. The cost/ton will be based on the weight of the truck at the disposal facility.

K. \$1,000.00 per occurrence for any employee accepting a gratuity as set forth in Section 5.12 of the Specifications.

L. \$1,000.00 per occurrence for the collection and/or disposal of any unauthorized stop.

A continuing violation of any of the above shall be considered a new violation each day. In the event that continued and repeated violations are not corrected by REPUBLIC after due notice by the TOWNSHIP, the TOWNSHIP shall in no way relieve REPUBLIC of contract obligations specified herein. Liquidated damages shall be deducted from the monthly bill.

9. TERMINATION. Any violation of the Specifications shall be sufficient cause for the immediate cancellation of the contract by the TOWNSHIP, who may thereupon employ the necessary labor to perform the work or re-advertise or re-let the work, at the expense of REPUBLIC and its sureties.

If, through any cause, REPUBLIC shall fail to fulfill in a timely and proper manner obligations under this contract or if REPUBLIC shall violate any of the requirements of this contract, the TOWNSHIP shall there upon have the right to terminate this contract by giving written notice to REPUBLIC of such termination and specifying the effective date of termination. Such termination shall relieve the TOWNSHIP of any obligation for balances to REPUBLIC of any sum or sums set forth in the contract.

Notwithstanding the above, REPUBLIC shall not be relieved of liability to the TOWNSHIP for damages sustained by the TOWNSHIP by virtue of any breach of the contract by the contractor and the TOWNSHIP 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 from REPUBLIC is determined.

REPUBLIC agrees to indemnify and hold the TOWNSHIP 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 under this provision.

In case of default by REPUBLIC, the TOWNSHIP may procure the articles or services from other sources and hold REPUBLIC responsible for any excess cost occasioned thereby.

Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the TOWNSHIP reserves the right to cancel this contract upon (30) days written notice.

10. AGREEMENTS. The contract documents shall consist of the following:

1. This Agreement
2. Notice to Bidders
3. Specifications
4. All addenda
5. Bid proposal (as accepted)

This contract, including any attachment to it, the Bid Proposal and any other documents therein included by reference sets forth the entire understanding and agreement between TOWNSHIP and REPUBLIC. This Agreement contains the entire agreement of the parties with respect to the Scope of Work and shall become effective as soon as it is signed by all parties. It supersedes any previous communications or understandings, whether oral or written, with respect to these subjects. REPUBLIC and TOWNSHIP represent and acknowledge that no promises or agreements, except those set forth herein, have been made or relied upon, and further represent and acknowledge that in deciding to enter into this contract, neither party is relying on facts, legal conclusions or representations any other party has made or omitted regarding any matter except as contained herein.

11. LAW. This contract is made under and shall be governed by the laws of the State of New Jersey.
12. NOTICES. Any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. mailbox in a postage prepaid envelope to the following addresses:

REPUBLIC: Republic Services of NJ, LLC
4100 Church Road
Mount Laurel, NJ 08054

TOWNSHIP: Township of Cherry Hill, Department of Law
820 Mercer Street
Cherry Hill, NJ 08002

13. AFFIRMATIVE ACTION. During the performance of this contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

14. MISCELLANEOUS. The following miscellaneous provisions shall apply to this Agreement:
- a. Modifications – This Agreement may not be amended, altered or modified in any manner, except in writing executed by the parties hereto.
 - b. Headings – This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this contract.
 - c. Invalid Clause – The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.
 - d. Entire Agreement – This Agreement shall consist of the entire agreement of the parties and it is acknowledged that there are no side or oral agreements relating to the undertaking set forth herein.
 - e. Assignability – This Agreement and all rights, duties and obligations herein may not be assigned by REPUBLIC to any professional corporation or other person and/or entity without the written approval of the Township Administrator.
 - f. In the event of a conflict between this Agreement (Exhibit A) and the Bid Specifications (Exhibit E) or Submission (Exhibits C&D), this Agreement shall control. In the event of a conflict between the Bid Specifications and the Submission, the Bid Specifications shall control.

IN WITNESS WHEREOF, the parties to this contract have executed this Agreement on
the 30 day of October, 2020.

Patti Chacker
ATTEST Deputy Clerk

BY: Susan Kim Jr
TOWNSHIP OF CHERRY HILL

Ang Smalley 10/29/20
ATTEST Municipal Manager

BY: [Signature] 10/29/20
REPUBLIC SERVICES, LLC
General MGR.