



Bid Time: May 15, 2020
11:00 A.M.

Bid: Solid Waste & Recyclable Materials Collection & Disposal
Services

Project: Borough of Montvale
12 Mercedes Drive
Montvale, NJ 07645

Bidder: STERLING CARTING, INC.
99 STERLING MINE RD
SLOATSBURG, NY 10974
WWW.STERLINGCARTING.COM
sales@sterlingcarting.com
845.753.6666

Resolution
Of the Board of Directors
Of
Sterling Carting, Inc.

Adopted: October 26, 2009
(Authorization to Sign Bid Documents)

**In Re: Contracts in general for the provision of
Municipal, Government, Institutional and Commercial
Solid Waste Collection and Disposal Services**

RESOLVED that Ellessa DiBella, (person authorized to sign), titled as Vice President of Sterling Carting, Inc., be duly authorized to sign any municipal, government, institutional or commercial bid document, including, but not limited to, any and all bid requirements, bid inserts, bid attachments and the contract on behalf of this corporation. Bid shall include RFP, RFQ, and formal public bids.

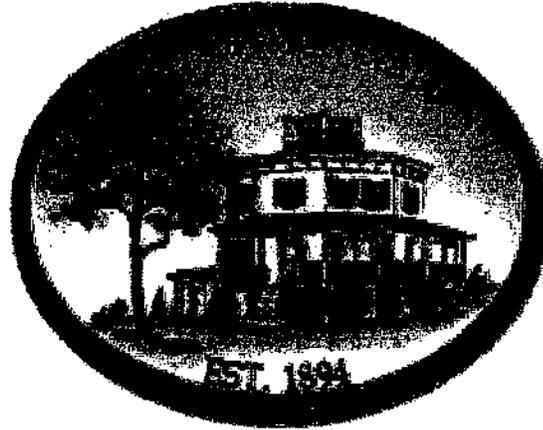
Dated: October 26, 2009


Monica DiBella, Director

I, Ellessa DiBella, Secretary of Sterling Carting, Inc., a corporation of the State of New York, CERTIFY that the foregoing is a true copy of a Resolution as it appears in the records of the corporation and as was duly and legally adopted at a meeting of the Board of Directors of the corporation called for that purpose and held on October 26, 2009, pursuant to and in accordance with the Certificate of Incorporation and By-laws thereof; that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

Dated: October 26, 2009


Ellessa DiBella, Secretary



BOROUGH OF MONTVALE

BID SPECIFICATIONS FOR:

**SOLID WASTE AND RECYCLABLE MATERIALS
COLLECTION & DISPOSAL SERVICE**

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1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The *Borough of Montvale* is soliciting bid proposals from solid waste collectors interested in providing solid waste and recyclable materials collection and disposal services for a period of **three (3) years, subject to one (1) two-year or two (2) one-year mutual extensions in accordance with N.J.S.A. 40A:11-15**, to commence on September 1, 2020, and ending on August 31, 2023, as may be extended, 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 Ridgewood News and in the Bergen Record.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Borough Clerk and/or the Borough Engineer at the Municipal Complex at 12 Mercedes Drive, Montvale, New Jersey at 11:00 a.m. prevailing time on Friday, May 15, 2020 (the "Bid Opening Date"). Bids must be delivered by hand or by mail to the Borough Clerk no later than the Bid Opening Date. 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 Bid Opening Date will be returned, unopened, to the bidder.

1.3.A PRE-BID MEETING

A pre-bid meeting will be held on Tuesday, April 21, 2020, at the Municipal Complex at 12 Mercedes Drive, New Jersey at 11:00 a.m. prevailing time.

1.4 DOCUMENTS TO BE SUBMITTED

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

1. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
2. Statement of bidder's qualifications, experience and financial ability;
3. A Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the highest aggregate three (3) year bid, not to exceed \$20,000; payable to the *Borough of Montvale*;
4. Statement of Ownership;
5. Non-Collusion Affidavit;
6. Consent of Surety with Power of Attorney for total amount of the highest aggregate first-year bid proposal;
7. Bid Proposal;
8. Business Registration Certificate;
9. Holiday schedule.

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

"Contracting Unit" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

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

"Designated collected recyclable material" means aluminum, glass, ferrous materials, leaves, newspaper, magazines and telephone books, corrugated cardboard, grass, white goods, household generated batteries, and as further described in the Code Book of the Borough of Montvale.

"Designated collected solid waste" means solid waste types 10 and 13, as defined herein and which shall include any and all refuse including furniture, televisions, but shall not include "Designated collected recyclable materials" as further described in the Code Book of the Borough of Montvale. 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 Bergen County Solid Waste Management Plan for use by the *Borough of Montvale* and must be duly permitted and licensed facility, regardless of location of such facility. Contractor shall report per yard cost or estimated cost of disposal (tipping fees) with bid submission and every year of the contract by September 1st of the year prior. The market for disposal of recyclable material shall be designated by the contractor.

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

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including: New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Columbus Day, Thanksgiving and Christmas Day. If Disposal Facility is not closed on these Holidays, contractor may collect solid waste and recyclables according to the schedule.

"Legal Newspaper" means the Ridgewood News and The Bergen Record.

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

"Service Area" means the geographic area described below. The service area(s) is (are) as follows: The entire Borough of Montvale broken into three (3) zones (East, Central, and West) for solid waste and vegetative debris and four (4) districts (District 1, District 2, District 3, and District 4) for recyclables including those properties which are within the Borough of Montvale but which are accessible via roadways in neighboring municipalities.

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

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

- A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.
- B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the *Borough of Montvale* in the advertisement for bids.
- C. Each bidder shall sign, where applicable, all bid submissions as follows:
 1. For a corporation, by a principal executive officer;
 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in sections 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. The bid proposal contains alternate bids. *The Borough of Montvale* may, at its discretion,

award the contract to the bidder whose aggregate bid price for the base bid plus the selected alternate(s) is the lowest responsible bidder; provided, however, the *Borough of Montvale* shall not award the contract based on the bid price for any alternate alone.

- 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.
- F. In addition to the above submission requirements each bid shall contain the following:
 - 1. Per ton cost or estimated cost of disposal (tipping fees) for leaves and vegetative waste, and street sweeping debris.
 - 2. Holiday schedule and if contractor works or disposal facility is open on a holiday.

3.2. BID GUARANTEES

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

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

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

3.4. "BRAND NAME OR EQUIVALENT" SUBSTITUTIONS

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the *Borough of Montvale*.

3.5. COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract.

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" 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 *Borough of Montvale* agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

4. AWARD OF CONTRACT

4.1. GENERALLY

- A. The Mayor and 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 contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Mayor and Council's decision, in writing, by certified mail.
- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option(s) is the lowest responsible bid.
- C. The Mayor and Council reserve the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Mayor and Council reject all bids, the *Borough of Montvale* shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

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

4.3. RESPONSIBLE BIDDER

The *Borough of Montvale* 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 issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond for the first year concurrent with the delivery of the executed contract to the *Borough of Montvale* Clerk during regular business hours.
- B. Failure to provide the required one-year performance bond at the time and place specified by the *Borough of Montvale* 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 *Borough of Montvale* may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.
- C. For a three (3) year contract, as it may be extended, the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the current annual value of the contract. The successful bidder shall provide said performance bond, for the first year, concurrent with the delivery of the executed contract to the *Borough of Montvale*

Clerk during regular business hours. The performance bond for each succeeding year shall be delivered to the *Borough of Montvale* 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 Mayor and 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 include the costs incurred by the *Borough of Montvale* 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 Mayor and Council's intent to award any contract, the contractor must submit one of the following to the contracting unit:
1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its letter of approval.
 2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photocopy of the certificate.
 3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.
- C. If the Contractor does not submit the affirmative action document within the required time period the *Borough of Montvale* may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the *Borough of Montvale* to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6. VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the *Borough of Montvale* 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 Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Mayor and Council may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

The *Borough of Montvale* solicits bids for the Collection and disposal solid waste and recyclable materials as described herein:

- A. Contract duration of three (3) years beginning at 7:00 a.m., September 1, 2020 and ending August 31, 2023, as it may be extended pursuant to law. The contract is subject to one (1) two-year extension or two (2) one-year extensions, at the mutual option of the *Borough of Montvale* and the successful bidder.
- B. The service area(s) is (are) as follows:
 - 1. The entire Borough of Montvale shall be broken into three (3) zones (East, Central, and West) for solid waste and vegetative waste collection
 - 2. The entire Borough of Montvale shall be broken into four (4) districts (District 1, District 2, District 3, and District 4) for recyclables collection including those properties which are within the Borough of Montvale but which are accessible via roadways in neighboring municipalities.
- C. Additional detail concerning collections is provided in Schedule A attached hereto.

5.1. The Contractor shall provide service for the Contract awarded by the Mayor and Council of the *Borough of Montvale*. All collection will be curbside unless otherwise noted herein.

5.2. The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the *Borough of Montvale* as described below:

Solid Waste: East Zone, Central Zone, and West Zone (See Schedule A for details)

Recyclables: District 1, District 2, District 3, and District 4 (See Schedule A for details)

Vegetative Waste, Leaf Collection, Christmas Tree Collection: East Zone, Central Zone, and West Zone (See Schedule A for details)

5.3. COLLECTION OPTIONS

A. BASE BID

The following materials shall be collected as described below. The Contractor may request the collection day to be changed with approval by the *Borough of Montvale*.

Solid Waste: Collection one (1) time weekly (See Schedule A for Current Schedule).

Recyclables: Collection of recyclable materials as "single-stream." Collection once every two (2) weeks (See Schedule A for Schedule).

Vegetative Waste: Collection once weekly on the first solid waste collection day in the Zone from April 1st through October 15th. Vegetative waste includes leaves, sticks, branches, brush, grass, etc., commonly found in the environment.

Leaf Collection: Collection once weekly on the first solid waste collection day in the Zone from October 15th through December 31st. Collection of leaves shall follow Christmas Tree Collection if necessary due to warm and mild fall and early winter season.

Christmas Tree Collection: Collection once weekly on the first solid waste collection day in the month of January. If severe weather occurs, which would preclude Christmas tree pickup, the pickup shall be extended into February for that time period or number of pickups missed due to inclement weather.

White Goods: Collected on an as-needed basis at residence curb by calling the Disposal Contractor to arrange a pick-up time.

B. ALTERNATES

Alternate A: During the months of June, July and August, collection of Solid Waste increased to two (2) times weekly.

Alternate B: During the entire year, collection of recyclable materials one (1) time weekly (in lieu of collection once every two weeks).

C. GENERAL INFORMATION FOR ALL OPTIONS

The Contractor shall indicate the manner in which residual materials and non-recyclable materials, if any, that are placed at the curb for pick-up will be handled and disposed of. **Upon collection, Contractor shall be deemed to have ownership of all recyclable materials and will be entitled to retain any and all amounts received due to the sale and/or disposal of such material.**

The Borough may require of the Contractor a statement as to the key personnel who will be assigned to a position of responsibility in connection with the recyclable collection and disposal including names, positions, qualifications and experience.

The Contractor shall also provide a name and telephone number for a contact person during normal business hours.

1. RECYCLABLE MATERIALS

Past and future estimated quantities of recyclable materials are shown on the Municipal Data sheet included as part of these specifications.

Commingled recyclables shall be defined as mixtures of all colors of glass, aluminum, "tin" cans, plastic bottles and other recyclable materials not including cardboard/paper products. Should the *Borough of Montvale* require collection of additional types of recyclable materials, the Contractor shall be required to perform these collections for a prorated increase in the contract amount. Any prorated fees shall be negotiated with the Borough. Failure to do so will result in no increase in fees.

"Single-stream" recyclables shall be defined as a mixture of commingled recyclables plus recyclable cardboard/paper products.

The Contractor acknowledges that the collection responsibilities in each zone or district,

as the case may be, shall include, without limitation, all apartments, condominiums, co-operatives, or other housing complexes where such service is presently being provided or where the Contractor is notified that service at such location shall commence with this contract.

The Contractor shall perform periodic inspections of solid waste garbage during collection. If it is found that recyclable materials are comingled with solid waste, the contractor shall not pick up the solid waste container(s) and will place a sticker on the container(s) notifying the homeowner of the comingled waste. Stickers will be provided to the Contractor by the Borough.

Contractor shall indicate whether a truck scale or equivalent weighing device will be used to determine the weight of the recyclable materials delivered to the drop off site(s) and the weight of the recyclables leaving the Borough.

3. VEGETATIVE WASTE, LEAVES, and STREET SWEEPING DEBRIS

Past and future estimated quantities of vegetative waste, leaves, and street sweeping debris are shown on the Municipal Data sheet included as part of these specifications.

The Contractor acknowledges that the collection responsibilities in each zone or district, as the case may be, shall include, without limitation, all apartments, condominiums, co-operatives, or other housing complexes where such service is presently being provided or where the Contractor is notified that service at such location shall commence with this contract.

Contractor shall indicate whether a truck scale or equivalent weighing device will be used to determine the weight of the vegetative waste, leaves, and street sweeping debris delivered to the drop off site(s) and the weight of these materials leaving the Borough.

5.4. CONTAINERS

For curbside pickup, refuse shall be disposed in containers not exceeding thirty-two (32) gallons. For Borough-owned properties and for certain condominiums, townhomes, apartments and other multi-family units, the containers to be collected shall be as identified in the Municipal Data Sheet attached hereto. The Code Book of the Borough of Montvale requires residents to use compostable bags for vegetative waste and leaves.

The contractor is cautioned that all garbage cans, containers, etc., shall be returned to the sidewalk or curb in an upright position with lids on. Failure to return cans, containers, etc. to the sidewalk or curb in an upright position shall result in a fine of \$25.00 per incident.

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 4:00 PM. Collection may commence at 6:30 AM on Grand Avenue, Kinderkamack Road and Middletown Road; no collection shall occur on these roads between 8:00 AM and 9:00 AM.
- B. The following legal holidays are exempted from the waste collection schedule: New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Columbus Day, Thanksgiving and

Christmas Day. Collection not performed on account of legal holidays shall be performed on the next day together with all collections regularly scheduled for that day. If the Disposal Facility is not closed on these Holidays, contractor may collect solid waste and recyclables according to the schedule.

5.6. SOLID WASTE DISPOSAL

- A. All solid waste collected within the *Borough of Montvale* shall be disposed of in accordance with the Bergen 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 a duly-permitted and licensed facility, regardless of location of such facility.
- B. The *Borough of Montvale* reserves the right to designate another Disposal Facility [or, if applicable, Disposal Facilities] in accordance with the Bergen 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 *Borough of Montvale* will assume all additional costs or benefits that are associated with such designation.

5.6.A. RECYCLABLE MATERIALS DISPOSAL

- A. All recyclable materials collected within the *Borough of Montvale* shall be disposed of at a duly-permitted and licensed facility, regardless of location of such facility, and all vegetative recyclable materials shall be disposed of at a duly-permitted and licensed facility, regardless of location of such facility.
- B. The *Borough of Montvale* reserves the right to designate another Disposal Facility [or, if applicable, Disposal Facilities] in the event that the designated Disposal Facility [or, if applicable, Disposal Facilities] is unable to accept waste. The *Borough of Montvale* 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 *Borough of Montvale* with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.
- B. Telephone service shall be maintained on all collection days, between the hours of 8:00 AM and 5:00 PM. The *Borough of Montvale* shall list the Contractor's telephone number in the telephone directory along with other listings for the *Borough of Montvale*.

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 *Borough of Montvale*.
- B. The Contractor shall submit a copy of all complaints received and the action taken to the *Borough of Montvale*.

5.12. SOLICITATION OF GRATUITIES

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

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 *Borough of Montvale* 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 *Borough of Montvale* for reimbursement.
- B. The *Borough of Montvale* shall endeavor to pay all invoices within 30 days of receipt. The *Borough of Montvale* will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The *Borough of Montvale* shall have 30 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 contracting unit, 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 *Borough of Montvale* 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 *Borough of Montvale* 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 *Borough of Montvale* will pay the costs of disposal, the disposal facility shall bill the *Borough of Montvale* 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 *Borough of Montvale* 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 Contract 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 *Borough of Montvale* as an Additional Named insured indemnifying the *Borough of Montvale* with respect to the Contractor's actions pursuant to the Contract.

5.17. CERTIFICATES

Upon notification by the *Borough of Montvale*, 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 *Borough of Montvale*, its employees, officials, officers and agents from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the *Borough of Montvale*, its employees, officials, officers and agents on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

- (a). 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.
- (b). Statement of bidder's qualifications, experience and financial ability.
- (c). A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the *Borough of Montvale*.
- (d). Statement of Ownership.
- (e). Non-Collusion Affidavit.
- (f). Consent of Surety with Power of Attorney for total amount of the first-year lump sum base bid.
- (g). Bid Proposal.
- (h). Holiday schedule.

STERLING CARTING, INC
Name of Firm or Individual


Signature

VP

Title
5/15/20

Date

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

Name STERLING CARTING, INC

Complete Address 99 STERLING MINE RD SLOATSBURG NY 10974

Telephone Number 845-753-6666

Certificate Number SW 2368 Date 4/11/03

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-Transferable**



State of New Jersey

Department of Environmental Protection

Implied by N.J.A.C. 17:27

Greenville
or

Division of Solid and Hazardous Waste
Bureau of Solid Waste Regulation
PO Box 414
Trenton NJ 08625-0414

**CERTIFICATE
of
PUBLIC CONVENIENCE AND NECESSITY**

**HEREBY ISSUED TO: STERLING CARTING, INC.
99 STERLING MINE ROAD
SLOATSBURG, NEW YORK 10974**

SW NUMBER: SW2368

**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 Docket No.
CF200301001

**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. 17:1E-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.**

Date of Issue: 4/11/2003

Frank Coolick, Assistant Director

Division of Solid & Hazardous Waste



State of New Jersey

Department of Environmental Protection

James E. McGreevey
Governor

Bradley M. Cusick
Commissioner

SEP 30 2002

Mrs. Monica A. DiBella, President
Sterling Carting, Inc.
99 Sterling Mine Road
Sloatsburg, New York 10974

CERTIFIED MAIL RETURN RECEIPT
REQUESTED 70061670061388322974

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

Dear Mrs. DiBella:

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

Based on our review of the aforementioned investigative report, the Department is hereby issuing a Solid Waste Transporter License to:

STERLING CARTING, INC.

Please be advised that the license hereby issued is a "conditional" license which 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 letter will serve as documentation that a solid waste transporter license has been issued. This license must be renewed annually by filing the Annual License Update form and any other change of information concerning your company or its operation as required by the Department.

Please be aware that you may be required to obtain a Certificate of Public Convenience and Necessity prior to commencing solid waste business operations. Questions regarding this certificate should be directed to the Bureau of Solid Waste Regulation at (609) 994-2080. AS you know, any transportation equipment must be registered prior to commencing operations.

Sincerely

Morine Binder

Morine Binder, Chief

Bureau of Hazardous Waste Regulation

LC: 02/SterlingCtg-SCndl:lc

Attachment:

c: Harley Williams, D.A.G.

Mike DeFalvo

02/07/18

Taxpayer Identification: 134-053-253/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, please call our Registration Hotline at 201-993-9712.

I wish you continued success in your business activities.

James J. Quinonez
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 259
TRENTON, NJ 08646-0259

TAXPAYER NAME:
STERLING CARTING, INC.

TRADE NAME:

ADDRESS:
99 STERLING MINE ROAD
SLOATSBURG NY 10974

SEQUENCE NUMBER:
0007022

EFFECTIVE DATE:

ISSUANCE DATE:

02/20/03

02/07/18

New Jersey Division of Revenue

E. D. Bell

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

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS:

"SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE"

I, ELLESSA DIBELLA, am the (OWNER, PARTNER, PRESIDENT, OR CORPORATE OFFICER) of VP OF STERLING CARTING, INC, and being duly sworn, I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Mayor and Council to award to STERLING CARTING 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 *Borough of Montvale* 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 Mayor and Council may reject the bid proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the *Borough of Montvale*, 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 *Borough of Montvale* with any information necessary to verify the answers given.

<u>STERLING CARTING, INC</u>	<u>VP</u>
Name of Firm or Individual	Title
<u>E. D. Bell</u>	<u>05/11/2020</u>
Signature	Date

Subscribed and sworn to before me this Document Notarized using a Live Audio-Video Connection

11 day of May 2020
Notary Public of Virginia
My Commission expires September 30, 2021

SAMANTHA NYE
ELECTRONIC NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
REGISTRATION # 7747969
COMMISSION EXP SEPTEMBER 30, 2021

Ny Notary Stamp Placed at 2/20/2020 11:15:23 EST

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

* SEE ATTACHED *

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the *Borough of Montvale*. 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.

SEE ATTACHED

1. How many years has the bidder been in business as a contractor under your present name?

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

3. Has the bidder failed to perform any contract awarded to it by the Mayor and 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.

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

5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.

6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (A) Name of contracting unit;
 - (B) Approximate population of contracting unit;
 - (C) Term of contract from _____ to _____;
 - (D) How were materials collected?
 - (E) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (F) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

7. 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.
8. Where can this equipment described above be inspected?
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
12. List the name and address of three credit or bank references.
13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidders assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.
14. Additional remarks.

1. How many years has the bidder been in business as a contractor under your present name?

21 Years

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

DiBella Sanitation, Inc.	1955	44 Years	Dissolved 1999
Am Haul Carting, Inc.	1994	5 Years	Dissolved 1999
Sterling Recycling, Inc.	1994	25 Years	Presently Operating
Sterling Carting, Inc.	1999	20 Years	Presently Operating

3. Has the bidder failed to perform any contract awarded to it by the Borough of Montvale 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 any contract awarded to him/her as an individual by the Borough of Montvale 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 each municipality or owner, the amount of the contract and the number of years the contract covers.

City of Garfield

Sam Garofalo

111 Outwater Lane
Garfield, NJ 07026
973-546-2200

5 Year Contract -2017-2022

\$2,257,020.00

Village of Tuxedo Park:

Debbie Matthews
80 Lorillard Rd.
Tuxedo Park, NY 10987
Office: 845.351.4745

**3 Year Contract – (Serviced from 2008-2019)
Current Contract: 2019-2022**

\$521,820.00

Town of Haverstraw:

Michael Gamboli
One Rosman Road
Garnerville, NY 10923
845-429-2200

**3 Year Contract – (Serviced from 2008-2019)
Current Contract: 2020-2022**

\$1,599,966.94

Borough of Midland Park

Adeline Ilanna
208 Godwin Ave.
Midland Park, NJ 07432
201-444-1388

5 Year Contract – 2017-2021

\$1,699,980.00

Pierson Lakes

**3 Year Contract – (Serviced from 2008-2013)
Current Contract: 2014-2016 – Extended 2019,
2020**

Lucille Amato
Sterlington Road
Sterlington, NY
845-753-9800

Township of Rochelle Park

**5 Year Contract 2017-2021
\$618,000.00**

Jim Schmunk
151 West Passaic St
Rochelle Park, NJ 07662

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.

Currently:

- (a) Name of contracting unit: **Town of Haverstraw**
- (b) Approximate population of contracting unit: **2600 Homes**
- (c) Term of contract from to: **2008-Current**
- (d) How were materials collected? **Utilizing:
2 Rear Load Trucks (Packers)**
- (e) Give location of disposal site or sites and methods used in disposal of solid waste: **Disposal Site for Refuse & Recycling:
Rockland County Solid Waste Management Authority
W. Haverstraw, NY**
- Methods:
Each Home Receives ...
2 Times Per Week Refuse Service
– MSW**
- ½ the Town Mondays & Thursdays
 - ½ the Town Tuesdays & Fridays
- (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal: **Town of Haverstraw
Michael Gamboli
One Rosman Road
Garnerville, NY 10923
845-429-2200**

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 bodies.

#	LP	Year	Make	Model	VIN	Direct Retire
15	XN1585	2007	Ford	Pick Up	1FTRF14W57KD5284	NO
20	X4202H	1997	Chevy	Pick Up	1FTHF26XVEA54250	NO
22	XE666T	2000	CHEVY	Pick Up	1GCEK14VBYE385141	NO
26	XBJL97	2013	FORD	Pick Up	1FD8X3F66DEB59671	NO
27	XCWP77	2003	CHEVY	Pick Up	1GCEK14V03e319515	NO
52	AUTO52	1973	Autocar	R/O	AE004HB071384	NO
95	AM308C	1993	Int.	Crane Truck	1HTSDPPN4PH491064	NO
99	AS892J	2015	Pete.	Tractor-389	1XPXD40X0FD290571	YES
100	AN390S	2006	Pete.	Tractor-379	1XP5DB0X96N630287	NO
101	AN255L	2005	Pete.	Tractor-379	1XP5DB0X75D881961	NO
102	AS885E	2012	Pete.	Tractor-389	1XPXD40X1CD150640	YES
103	AH628A	1997	West. Star	R/O	2WLNCCCH3VK946998	NO
105	AL773T	1997	Pete.	Tractor	1XP5DB9X9VN419995	NO
106	AG719U	1997	Volvo	Packer	4VMDCAPF5VR741048	NO
107	AL487H	2005	Mack	Packer	1M2K189CU5M029303	NO
108	AL876U	1996	West. Star	Packer	2WMNZCZZXGK916393	NO
109	AG417W	1997	Pete.	F/E	1XPZL50X6VD709376	NO
110	AE833P	1997	West. Star	R/O	2WLNCCCF9VK947443	NO
111	AS944H	2005	KW	R/O	1NKDXBEX85J074653	NO
112	AS339K	2013	KW	R/O	1NKDL4EX2DR360392	YES
115	XN897B	2008	MINISUBISHI	Mini Packer	JL6BBD1S58K003168	YES
116	AR103H	2000	MACK	Packer MR688S	1M2K195C0YM017040	NO
117	AM962V	2005	MACK	F/E - MR688S	1M2K189C35M025732	NO
118	AP749L	2004	MACK	Packer MR688S	1M2K189C84M024395	NO
119	AP831D	2009	MACK	F/E - MRU613	1M2AV02C79M002763	YES
120	AS858P	2004	MACK-	Packer- 32 YD	1M2K195C24M025022	NO
121	AS531G	2012	MACK-	Packer-GU813 25 YD	1M2AX13C6CM018040	YES
122	AS532G	2012	MACK-	Packer- MRU613 - ENGINE - MP7 32 YD	1M2AV04C5CM008825	YES
123	AU357C	2015	Mack	F/E MRU613	1M2AV04C1FM012617	YES
125	AU730B	2004	Mack	Packer- MR688	1M2K195C94M023395	NO
126	AU358C	2002	Mack	Packer MR688	1M2K195C82M020176	NO
127	AU321G	2018	Mack	Packer MRU613	1M2AV04C8JM018360	Yes

8. Where can this equipment described above be inspected?

99 Sterling Mine Road
Sloatsburg, NY 10974

9. Identify all the 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.

*Purchased Equipment will be Diesel Retro Fit Compliant

To Be Purchased / Utilized:

<u>Year</u>	<u>Chassis Model</u>	<u>Body Type</u>	<u>Size</u>	<u>Financing</u>
2019	Mack	Rear Load	30 Yard	Morgan Stanley
2019	Mack	Rear Load	30 Yard	Morgan Stanley

Purchased Equipment utilizing:

Financing:
Morgan Stanley
Tom Carl
140 E. Ridgewood Ave.
North Tower, 5th Fl.
Paramus, NJ 07652
(201)967-6323

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 seller.

Seller:
Truck & Parts
Rocky Grant
1015 South 50th St.
Tampa, FL 33619
877-735-8782

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.

Same as Above

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

Financial References:

Credit/Bank References

	Company	Name	Address	Town	State	Zip Code	Phone #
1	Morgan Stanley	Thomas Carl	140 E. Ridgewood Ave.	Paramus	NJ	07652	201.967.6323
2	PKF O'Connor Davis	Joseph Fazio	20 Commerce Dr	Cranford	NJ	07016	908.967.6802
3	Global Underwriters (Insurance)	Phil Provenzano	20 Highland Ave.	Metuchen	NJ	08840	732.632.2790

- 13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes a minimum the bidders assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statements lists the assets of the bidder's company separately.**

*See Attached

14. Additional remarks.

Business Information:

Brief history of Bidder(s) involved in the Proposal (attach additional sheets as necessary):

See Proceeding Sheet

May 15, 2020



Borough of Montvale
12 Mercedes Drive
Montvale, NJ 07645

Re: *Sterling Carting, Inc. Credentials – Complete Solid Waste Collection Service*

To Whom It May Concern:

Please accept this letter as a formal introduction to Sterling Carting, Inc. In preceding years, our ownership had been more formally recognized as Crystal Carting, Inc. & DiBella Sanitation, Inc., whom which conducted business within the State of New Jersey for over thirty years.

In 1999, these companies were sold to Waste Management. As a result of the purchase, Sterling Carting, Inc. was founded as a New York State based company. In 2002 we were proud to announce that Sterling Carting, Inc. had received A-901 approval, which allowed for our operations to again conduct business in all of the New Jersey areas.

Currently in our certified women owned daily operations, we have three generation of involvement and over thirty years of solid waste removal expertise. These above captioned credentials support our foundation and familiarity with accommodating waste removal needs.

At Sterling Carting, Inc. we specialize in professional waste removal and in doing so we offer a vast variety of services which include: municipal and commercial collections, roll-off containers, self contained and break away compactors, as well as front and rear load container services.

We take pride in our highly competitive rates for your municipal, commercial and industrial needs. We guarantee efficient hauling and removal services as well as prompt, professional services.

I greatly appreciate the opportunity to offer a competitive bid, and if you should have any further questions please do not hesitate to call me at 845.753.6666.

Sincerely,

A handwritten signature in black ink, appearing to read "E. DiBella", written in a cursive style.

Ellessa C. DiBella
Vice President
Sterling Carting, Inc.

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

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

CALENDAR YEAR 2018

DUE JUNE 3, 2019

**Note: This Report has been changed substantially since last year.
This Utility Report is not the Annual A-901 Update submitted to the
Attorney General's Office!**

What you need to know about the:

2018 SOLID WASTE ANNUAL UTILITY REPORT:

The 2018 Annual Utility Report has been divided into separate parts: Section A for Collector/Transporter Operations and Section B for Broker Operations.

Your 2018 Solid Waste Annual Utility Report (Annual Report) is due no later than June 3, 2019.

You are **required** to submit this report even if there was **no activity** during calendar year 2018 **OR** if you discontinued service during calendar year 2018.

If you have discontinued service during calendar year 2018, you are required to report all revenue generated as of the date of discontinuance.

This report is **NOT** the annual A-901 update which you are required to submit separately to the Office of the Attorney General.

REVIEW AND ASSESSMENT OF THE ANNUAL REPORT

Your Annual Report will be reviewed for completeness, verified and approved by NJDEP.

An annual fee assessment will be calculated at the rate of $\frac{1}{4}$ of 1% of your reported gross operating revenue with a \$600 minimum fee. The Department of Treasury, Division of Revenue will mail your invoice to you directly. Please promptly pay this fee assessment directly to the Division of Revenue and include the invoice with your payment.

Do Not Send Your Payments to the NJDEP

It is important that you submit payment promptly as NJDEP is required to refer all overdue fees to Collections within 90 days of the date the fee is assessed.

PROMPTLY MAIL BOTH THE INVOICE AND YOUR PAYMENT DIRECTLY TO TREASURY AT THE ADDRESS LISTED BELOW:

New Jersey Department of Treasury
Division of Revenue
PO Box 417
Trenton NJ 08646-0417

If you have any questions about the 2018 Annual Utility Report please contact the
Bureau of Planning & Licensing
Phone: (609) 984-4250
E-mail: swutility@dep.nj.gov

ELECTRONIC SIGNATURE & DIGITAL NOTARY REQUIRED:

All signatures in this report must be affixed using the electronic signature method within Adobe Acrobat Reader. In addition, a digital notarization is required pursuant to N.J.S.A. 12A:12-11.

Digital Notary Explanation: The State of New Jersey allows an electronic signature of a person authorized to perform notary services for a record that is made under oath. This Annual Report includes an oath to be made by the "Proprietor, Partner, President or other principal officer of the utility."

FAILURE TO FILE A COMPLETED ANNUAL REPORT:

You must submit a **COMPLETED** Annual Report and pay the appropriate assessment or your company may be subject to any/all of the following:

- A hold placed on your company's registered decals
- Your company may be subject to penalties
- Your company may have its CPCN **revoked** in accordance with N.J.A.C. 7:26H-5.15(f)1

If you no longer wish to participate in New Jersey's solid waste industry, please fill out the Notice of Surrender form found at the end of this report and mail as directed.

- **Note: If you surrender you may still be required to pay the annual utility assessment for the previous calendar year.**

2018 ANNUAL UTILITY REPORT CHECKLIST:

- DOWNLOAD THE ANNUAL REPORT AND INSTRUCTIONS FOR COMPLETING THE REPORT AT: <https://www.state.nj.us/dep/dshw/swpl/cpcn.html>
- This report must be downloaded to your computer and completed using the fillable PDF file. Paper copies of the annual report will no longer be accepted.
- This report must be completed and returned signed and notarized even if there was no solid waste activity in calendar year 2018.
- Type your **CPCN SW number** (4-digits, beginning with 0, 1, 2 or 3) at the upper right-hand corner of Page 2. The SW number will automatically be entered on each subsequent page.
- File this report in the solid waste utility's certificate name *exactly* as shown on the CPCN.
- COMPLETE EVERY QUESTION. Indicate "N/A" for all questions that are not applicable to your company and its operations.
- SIGN and NOTARIZE this Annual Report as per the instructions manual (Section 2E - page 4).
- Keep a copy of this Annual Report for your records pursuant to N.J.A.C. 7:26H-1.20.
- Submit a Customer List (if applicable – see page 11 for instructions for collectors/transporters, and page 23 for instructions for brokers). Customer Lists for companies that are Collectors/Transporters and Brokers must be submitted on separate pages that may be attached using the **Attach Files** button on those pages.
- Accurately report Gross Operating Revenue. Gross Operating Revenues consist of reportable revenues which are derived from customer bills, fees, sales and services for certain types of solid waste (defined on page 5).

PLEASE E-MAIL COMPLETED, SIGNED AND NOTARIZED ANNUAL UTILITY REPORT TO swutility@dep.nj.gov:

GROSS OPERATING REVENUE **REPORTABLE AND NON-REPORTABLE REVENUE**

The Gross Operating Revenue generated from the collection or brokering of solid waste in New Jersey is required to be reported in the Collector/Transporter and Broker Utilities Annual Report in accordance with N.J.S.A. 48:2-60:

Reportable Waste includes revenue derived from the collection/transportation, brokering, and/or disposal of the following solid waste types:

Waste Type ID 10, 12, 13, 13C, 23, 25, 27, 27A and 27I

(See next page for detailed descriptions of Waste Types)

- That is **generated in NJ** and directly transported to a disposal facility **in or out of NJ**.

- That is **generated in NJ** and transported to a transfer station, landfill, incinerator, or rail carrier in NJ.

- That is residual waste (waste remaining after recyclable material has been removed) from a transfer station/material recovery facility and directly transported to a disposal facility in or out of NJ, or transported to a rail carrier in NJ.

- Important Note: If you have an A-901 you cannot claim "self-generated" waste. Self-generators are exempt from holding an A-901 license and must be registered as such with the NJDEP Transportation Oversight Unit. Solid waste that is considered "self-generated" as in demolition and construction **IS** considered reportable waste for all companies that hold a CPCN.

NON-REPORTABLE GROSS OPERATING REVENUE:

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

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

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

1. Solid wastes; waste ID number and definitions:

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

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

1. Liquid wastes; waste ID number and definitions:

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

2018 CPCN ANNUAL REPORT FOR
COLLECTORS/TRANSPORTERS AND BROKERS

FILL IN ALL INFORMATION BELOW:

CHECK ALL THAT APPLY:

- COLLECTOR/TRANSPORTER
 BROKER

1. INFORMATION

*Required: Working Contact Information

*OFFICIAL COMPANY NAME: STERLING CARTING, INC
(This is the name registered with the Division of Commercial Recordings)

*EMAIL: SALES@STERLINGCARTING.COM

*STREET ADDRESS: 99 STERLING MINE RD

*CITY, STATE, ZIP SLOATSBURG New York 10974

*FEIN (or LAST 4# OF SS# FOR SOLE PROPRIETOR): 13-4053253

*OFFICE TELEPHONE: 845-753-6666

*CELL PHONE: _____ FAX NUMBER: 845-753-9011

WEBSITE: WWW.STERLINGCARTING.COM

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

STREET ADDRESS: 99 STERLING MINE RD

CITY, STATE, ZIP SLOATSBURG New York 10974

2. LIST OFFICERS AND EQUITY HOLDERS:

Name	<u>MONICA DIBELLA</u>	Title	<u>PRES</u>	Equity	<u>100%</u>
Name		Title		Equity	
Name		Title		Equity	

3. NAME OF REGISTERED AGENT(Out of State Companies): STERLING CARTING, INC

STREET ADDRESS: 99 STERLING MINE RD

CITY, STATE, ZIP SLOATSBURG New York 10974

TELEPHONE: 845-753-6666

CELL PHONE: _____ FAX NUMBER: 845-753-9011

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

Provide the **number** of solid waste vehicles that require NJDEP issued decals owned and/or operated (include leased vehicles) by the CPCN holder as of **December 31, 2018**.

_____	NO EQUIPMENT
<u>7</u>	CABS (does not hold waste)
<u>50</u>	CONTAINERS (roll off)
<u>14</u>	SINGLE UNIT VEHICLES (eg. pickup trucks, vans, dump truck)
<u>3</u>	TRAILERS

5. **VEHICLE LOCATION:** Provide the address of the location of where your solid waste vehicles are stored.

Address:

99 STERLING MINE RD

City, State, Zip:

SLOATSBURG NY 10974

6. **DID YOUR COMPANY USE A SOLID WASTE BROKER SERVICE?** NO YES:

If YES please see Page 16.

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

Name: _____

Address: _____

City, State, Zip: _____

Provide a brief description: _____

Check here if additional pages are attached

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

Name: _____

Address: _____

City, State, Zip: _____

State(s) the revocation or suspension occurred: _____

Provide a brief description: _____

Check here if additional pages are attached

9. **DID YOUR COMPANY SUBCONTRACT SOLID WASTE SERVICES TO ANOTHER SOLID WASTE COLLECTOR/TRANSPORTER IN 2018?** NO YES:

You must provide the information below for EACH subcontract (label and attach a separate page if necessary):

“Subcontractor” is any person who engages in the storage, collection, processing, transfer, treatment, or disposal of solid waste *through the use, control or possession of any solid waste vehicle*, pursuant to an oral or written agreement entered into with a prime contractor.

Subcontractor (Solid Waste Hauler Used)	Gross Revenue Received from Customer *	Total Amount Paid to Subcontractor (Hauler)

*Please note the amounts entered in this column will be automatically added to your gross revenue on page 21.

10. **DID YOUR COMPANY ACCEPT AN OFFER TO SUBCONTRACT SOLID WASTE SERVICES FOR ANOTHER SOLID WASTE COLLECTOR/TRANSPORTER IN 2018?**

NO YES:

You must provide the information below for EACH subcontracting job that your company performed in 2018 (label and attach a separate page if necessary):

Prime Contractor (Solid Waste Hauler that Hired Your Company)	County of Subcontracting Job	Total Amount Received from Prime Contractor **

**Please note the amounts entered in this column will NOT link to your gross revenue and must be reported accordingly on the disposal page.

DESCRIPTION OF BUSINESS

Provide a detailed description of your business in the space below. Include the type of business and all solid waste services offered by your company.

DO NOT INDICATE "N/A" ON THIS PAGE

WE ARE A GARBAGE AND RECYCLING BUSINESS THAT PROVIDES MUNICIPAL GARBAGE AND RECYCLING PICK UP FOR VARIOUS TOWNS. WE ALSO RENT ROLL OFF DUMPSTERS TO HOMEOWNERS AND CONTRACTORS AND PROVIDE COMMERCIAL SERVICES TO COMMERCIAL AND INDUSTRIAL BUSINESSES.

Section A:

The following section must be completed by Solid Waste Collectors/Transporters. This includes any CPCN holder that has registered solid waste vehicles and/or collects/transport and disposes of solid waste at solid waste disposal facilities.

Solid Waste Brokers are not required to complete Section A and should continue on to Section B of this report (page 23).

SECTION A

TARIFF UPDATE (2018)

****Form must be completed by ALL SOLID WASTE COLLECTOR/ TRANSPORTERS****

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

Please fill in **ALL** information below:

1. TERRITORY SERVED:

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

Check all that apply

- | | | |
|--|--|---|
| <input type="checkbox"/> All New Jersey Counties | <input type="checkbox"/> Gloucester | <input checked="" type="checkbox"/> Passaic |
| <input type="checkbox"/> Atlantic | <input type="checkbox"/> Hudson | <input type="checkbox"/> Salem |
| <input checked="" type="checkbox"/> Bergen | <input type="checkbox"/> Hunterdon | <input type="checkbox"/> Somerset |
| <input type="checkbox"/> Burlington | <input type="checkbox"/> Mercer | <input type="checkbox"/> Sussex |
| <input type="checkbox"/> Camden | <input type="checkbox"/> Middlesex | <input type="checkbox"/> Union |
| <input type="checkbox"/> Cape May | <input type="checkbox"/> Monmouth | <input type="checkbox"/> Warren |
| <input type="checkbox"/> Cumberland | <input checked="" type="checkbox"/> Morris | |
| <input type="checkbox"/> Essex | <input type="checkbox"/> Ocean | |

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

2. HOURS OF OPERATION:

	<input checked="" type="checkbox"/> MON	<input checked="" type="checkbox"/> TUES	<input checked="" type="checkbox"/> WED	<input checked="" type="checkbox"/> THURS	<input checked="" type="checkbox"/> FRI	<input checked="" type="checkbox"/> SAT	<input type="checkbox"/> SUN
<u>HOURS:</u>	07:00 AM	07:00 AM	07:00 AM	07:00 AM	07:00 AM	07:00 AM	___ AM
	05:00 PM	05:00 PM	05:00 PM	05:00 PM	05:00 PM	12:00 PM	___ PM

OR: 24 HRS / 7 DAYS A WEEK
 24 HRS / 7 DAYS A WEEK OTHER THAN THE HOLIDAYS LISTED BELOW

On which Holidays do you **NOT** provide services? :

NEW YEARS DAY, MEMORIAL DAY, 4TH OF JULY, LABOR DAY, THANKSGIVING & CHRISTMAS

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

SECTION A

3. PROVIDE A BLANK SAMPLE INVOICE AND ATTACH TO REPORT

Attach Files

4. SPECIAL CHARGES ON INVOICE: (ex: late fees, fuel, paper billing, mileage)

NONE

5. METHOD OF BILLING:

Please list the billing and payment procedures (example: invoicing)

INVOICING, COD

6. TYPES OF SERVICE AND DETAILS

Any disposal fees must be a part of the invoice and separate from the services charge
N.J.A.C. 7:26H-4.4(b)(3)

Type of Service	Capacity of truck/container	Rate (fee amount / service)
<i>Examples: roll off, pick up, container rental</i>	<i>Examples: 10 yards, 100 tons</i>	<i>Examples: (\$/week) (\$/ton) (\$/pick up)</i>
ROLL OFF	12 YARD	\$395
ROLL OFF	20 YARD	\$495
ROLL OFF	30 YARD	\$615

7. ADDITIONAL INFORMATION: Provide any other pertinent Tariff information or explanations:

INSTRUCTIONS FOR CUSTOMER LISTS/CUSTOMER SERVICE AREA INVENTORY:

Customer information must be provided in accordance with N.J.A.C 7:26H- 5.9(c):
Customer lists must contain all of the names and addresses for each (regularly scheduled) residential, commercial, industrial, and institutional customer.

CUSTOMER LIST FORMAT

The list should be organized by municipality and sequentially numbered and set forth in numerical order by street address with the streets set forth in alphabetical order. Additionally, the Department is requesting the frequency of service, a description of service and the rates charged:

****All Customer Lists submitted to the Department are confidential and not subject to public review N.J.A.C 7:26H-5-9(c)(4)****

SAMPLE

<u>Customer #</u>	<u>Name</u>	<u>Address</u>	<u>Service Provided</u>	<u>Rate Charged</u>	<u>Frequency of Service</u>
1.	ABC	One A Street, Allentown, NJ 10000	Roll off	Amount / Service	weekly
2.	DCE	One B Street, Allentown, NJ 10000	Curb side pick up	Amount / Service	2x month
1.	FGH	One A Street, Basking Ridge, NJ 20000	Container rental	Amount / Service	On call
2.	IJK	One B Street, Basking Ridge, NJ 20000	Roll off	Amount / Service	3 x month

Regularly Scheduled Customers: Residential (NOT INCLUDING MUNICIPAL CONTRACTS), commercial and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly. Provide the number of customers in the appropriate column for each corresponding county (page 15). **These customers must be provided to the department as part of a separate customer list.**

On-Call Customers: Customers that are provided solid waste collection services on an "on-call" basis. According to N.J.A.C. 7:26H-5.9, **if solid waste collection services were provided more than one time during the year, even though the service locations varied, then these on-call customers must be included on a customer list.**

One-time Customers: Customers that were provided solid waste collection services one time during the year. You do not need to include these customers in your customer list.

Municipal Contracts/Residential Contracts: A contract between a municipality and a collector for solid waste collection services. Provide the municipality, the county in which the Municipality is located, and the approximate number of customers that the contract covers.

****If a customer list is required, please submit as an attachment using the "Attach Files" button below. ****

Attach Files

CUSTOMER SERVICE AREA INVENTORY

MUST BE INCLUDED ON A CUSTOMER LIST					
County	# of Scheduled Residential	# of Scheduled Commercial	# of Scheduled Industrial	# of Repeated On-Call Customers	# of One-Time Only Customers <small>(SERVICE PROVIDED LONGER WITHIN YEAR)</small>
Atlantic					
Bergen		253			
Burlington					
Camden					
Cape May					
Cumberland					
Essex					
Gloucester					
Hudson					
Hunterdon					
Mercer					
Middlesex					
Monmouth					
Morris					3
Ocean					
Passaic		19			
Salem					
Somerset					
Sussex					
Union					
Warren					

Municipal/Residential Contracts		
If you need more space, you may create your own spreadsheet using this format and attach it to this report.		
Municipality	County	Approximate # of Customers
ROCHELLE PARK	BERGEN	1,800
GARFIELD	BERGEN	6,200
MIDLAND PARK	BERGEN	2,600

SECTION A

BROKERS USED IN 2018

If your company has **USED** Solid Waste Broker Services, please provide the information below for calendar year 2018. You may prepare your own spreadsheet containing the below information in the same format:

“Brokers” are defined as a person or entity *who for direct or indirect compensation* arranges agreements between a business concern and its customers for the collection, transportation, treatment, storage, recycling, processing, transfer or disposal of solid waste.

A	B	C	D	E
Name of Solid Waste Broker	Address: Street, City, State and Zip	Does your company have and on-going contract with this Broker ?	Broker's CPCN SW #	Total Amount of Payment Received from Broker
		<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	

SECTION A

RELATED COMPANIES

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

COMPANY NAME AND ADDRESS	TYPE OF SERVICE RELATED COMPANY PERFORMS	TOTAL FEE PAID TO RELATED COMPANY DURING 2018



READ THIS PAGE ENTIRELY BEFORE CONTINUING

INSTRUCTIONS FOR REPORTING DISPOSAL INFORMATION – PAGE 20
SAMPLE DISPOSAL PAGE FOUND ON PAGE 19

1. **Name and Address of Disposal Facility Used During 2018:** Provide the name of the facility that your company has used to dispose of the waste collected by your company. Provide the address of the facility.
2. **Facility Type:** Circle one.
TS – *Transfer Station*. LF – *Landfill*. RC – *Rail Carrier*. RRF – *Resource Recovery Facility/ Incinerator*
3. **Waste Type:** Provide the Waste Type ID.
 - ID 10 Municipal (includes household, commercial and institutional)
 - ID 12 Dry Sewage Sludge
 - ID 13 Bulky Waste
 - ID 13C Construction and demolition waste
 - ID 23 Vegetative waste
 - ID 25 Animal and food processing waste
 - ID 27 Dry industrial waste (e.g. “dirty dirt”)
 - ID 27A Waste material consisting of asbestos or asbestos containing waste
 - ID 27I Waste consisting of incinerator ash or ash containing waste
4. **County Origin of Waste:** The New Jersey county from which your company has collected the waste. **DO NOT RECORD MORE THAN ONE COUNTY IN EACH SPACE.**
5. **Total Tons Picked up in County:** The total tons of waste your company has collected from the corresponding county.
6. **Total Tons Disposed at Facility:** The total tons of solid waste that your company disposed at the facility for the year 2018.
7. **Total Amount of Disposal Fee Paid to Facility:** The total amount your company was charged to dispose of solid waste at the corresponding facility. This information can be found on receipts or on origin and disposal forms obtained from the disposal facility.
8. **Recycling Tax Paid:** Collectors/transporters disposing of solid waste generated/collected in NJ to an *out of state* facility, or at a *rail carrier* within NJ are subject to a \$3 per ton recycling tax.
9. **Gross Revenue:** **Should not be reported as an estimate; value must be true.** Do not subtract “Recycling Tax” or “Total Amount of Disposal Fee Paid to Facility” to determine Gross Revenue. Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses. **Gross Operating Revenues consist of reportable revenues as described on Page 5, which are derived from customer bills, fees, sales, and services.**

If you require additional pages to report your disposal information, please use the “Duplicate This Page” at the bottom of the Disposal Information page.

SECTION A

DISPOSAL INFORMATION

Sample Page

Name and Address of Disposal Facilities Used in 2018	Facility Type	Waste Type	County Origin of Waste	Total Tons Picked up in County	Total Tons Disposed at Facility	Total Amount of Disposal Fee Paid to Facility	Recycling Tax Paid	Gross Revenue
ABC TRANSFER STATION, 300 NORMAL AVE, TRENTON NJ	TS LF RC RRF	13	BURLINGTON	500	500	31,000	NA	75,000
"	TS LF RC RRF	13	MERCER	700	700	43,400	NA	85,000
"	TS LF RC RRF	10	BURLINGTON	200	200	12,400	NA	24,000
COUNTY SAN. LANDFILL, 234 TRASH WAY, TRENTON NJ	TS LF RC RRF	10	BURLINGTON	1000	1000	71,000	NA	150,000
"	TS LF RC RRF	10	MERCER	750	750	53,250	NA	100,000
OUT OF STATE LANDFILL, 54 JUNK DRIVE, PITTSBURGH, PA	TS LF RC RRF	10	MERCER	1000	1000	60,000	3000 (\$3 PER TON)	150,000
	TS LF RC RRF							
	TS LF RC RRF							
Total Gross Revenue:								584,000

SECTION A

DISPOSAL INFORMATION

Please provide the information below for each disposal facility (landfills, transfer stations, rail facilities, incinerators) used by your company for calendar year 2018: (see sample page 19 for an example of a completed page)

Facility Type: TS – Transfer Station. LF – Landfill. RC – Rail Carrier. RRF – Resource Recovery Facility/ Incinerator

Gross Revenue: Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses.

Name and Address of Disposal Facilities Used in 2018	Facility Type	Waste Type	County Origin of Waste	Total Tons Picked up in County	Total Tons Disposed at Facility	Total Amount of Disposal Fee Paid to Facility	Recycling Tax Paid	Gross Revenue
INTERSTATE WASTE 19-35 ATLANTIC ST GARFIELD	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	10	Bergen	93.00	93.00	\$ 6,603.00	\$ 279.00	\$ 11,500.00
" "	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	13	Passaic	157.00	157.00	\$ 11,147.00	\$ 471.00	\$ 19,300.00
" "	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	13	Bergen	63.00	63.00	\$ 4,473.00	\$ 189.00	\$ 7,750.00
NATIONAL TRANSFER 445 MAIN ST LODI NJ	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	10	Bergen	166.00	166.00	\$ 11,786.00	\$ 495.00	\$ 20,418.00
" "	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	13	Passaic	175.00	175.00	\$ 12,425.00	\$ 525.00	\$ 21,525.00
" "	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	13	Bergen	440.00	440.00	\$ 31,240.00	\$ 1,320.00	\$ 54,100.00
Morris County MCMUA Edwards rd Parsippany NJ	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	10	Morris	423.00	423.00	\$ 40,354.00	\$ 1,269.00	\$ 52,069.00
C&A Carbone	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	10	Bergen	439.00	439.00	\$ 32,925.00	\$ 0.00	\$ 53,997.00
Total Gross Revenue:								\$ 240,659.00



SECTION A

DISPOSAL INFORMATION

Please provide the information below for each disposal facility (landfills, transfer stations, rail facilities, incinerators) used by your company for calendar year 2018: (see sample page 19 for an example of a completed page)

Facility Type: TS – Transfer Station. LF – Landfill. RC – Rail Carrier. RRF – Resource Recovery Facility/ Incinerator

Gross Revenue: Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses.

Name and Address of Disposal Facilities Used in 2018	Facility Type	Waste Type	County Origin of Waste	Total Tons Picked up in County	Total Tons Disposed at Facility	Total Amount of Disposal Fee Paid to Facility	Recycling Tax Paid	Gross Revenue
" "	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	13	Bergen	172.00	172.00	\$ 12,900.00	\$ 0.00	\$ 21,156.00
Interstate Waste Services Hillburn NY	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	10	Bergen	2,866.00	2,866.00	\$ 214,950.00	\$ 0.00	\$ 352,518.00
Sterling recycling Sloatsburg, NY	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	13	Bergen	4,089.00	4,089.00	\$ 398,498.00	\$ 0.00	\$ 502,947.00
" "	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	13	Passaic	1,363.00	1,363.00	\$ 99,499.00	\$ 0.00	\$ 167,450.00
	TS <input type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>							
	TS <input type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>							
	TS <input type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>							
	TS <input type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>							
Total Gross Revenue:								\$ 1,044,071.00



Duplicate This Page

**GROSS OPERATING REVENUE BY COUNTY FOR SOLID
WASTE COLLECTION/TRANSPORTATION SERVICES**

Please provide the Gross Operating Revenues derived from any solid waste collected/transported in any New Jersey county during 2018.

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

Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses.

Gross Operating Revenues consist of reportable revenues which are derived from customer bills, fees, sales and services.

County	2018 Collector Gross Revenue
Atlantic	0.00
Bergen	2,113,386.00
Burlington	0.00
Camden	0.00
Cape May	0.00
Cumberland	0.00
Essex	0.00
Gloucester	0.00
Hudson	0.00
Hunterdon	0.00
Mercer	0.00
Middlesex	0.00
Monmouth	0.00
Morris	52,089.00
Ocean	0.00
Passaic	208,275.00
Salem	0.00
Somerset	0.00
Sussex	0.00
Union	0.00
Warren	0.00
Subcontracts (from pg 9)	0.00

Total Gross Operating Revenue
During Calendar Year 2018: **\$2,373,730.00**
Collector Total

Calculator Total

END OF SECTION A

Section B:

The following section must be completed by Solid Waste Brokers who manage, administer and arrange through a contract or other means, for compensation, the solid waste needs of clients, utilizing other licensed collectors/transporters, in all counties of New Jersey.

Solid Waste Collectors/Transporters who do not have a Solid Waste Broker license, should continue on to page 30 (“Certifications”).

INSTRUCTIONS FOR CUSTOMER INFORMATION/CUSTOMER LISTS FOR BROKERS

Customer information must be provided in accordance to N.J.A.C 7:26H- 5.9(e): Customer lists must contain all of the names and addresses for each (regularly scheduled) residential, commercial, industrial, and institutional customer.

**** SW Brokers are regulated utilities subject to the Solid Waste Utility Control Act N.J.A.C 7:26H and therefore are required to submit a customer list****

CUSTOMER LIST FORMAT

The list should be organized by municipality and sequentially numbered and set forth in numerical order by street address and the streets set forth in alphabetical order. Additionally, the Department is requesting the frequency of service, a description of service and the rates charged.

**** All Customer Lists submitted to the Department are confidential and not subject to public review N.J.A.C 7:26H-5-9(c)(4)****

SAMPLE

<u>Customer #</u>	<u>Name</u>	<u>Address</u>	<u>Service Provided</u>	<u>Rate Charged</u>	<u>Frequency of Service</u>
1.	ABC	One A Street, Allentown, NJ 10000	Roll off	Amount / Service	weekly
2.	DCE	One B Street, Allentown, NJ 10000	Curb side pick up	Amount / Service	2x month
1.	FGH	One A Street, Basking Ridge, NJ 20000	Container rental	Amount / Service	On call
2.	IJK	One B Street, Basking Ridge, NJ 20000	Roll off	Amount / Service	3 x month

Regularly Scheduled Customers: Residential (NOT INCLUDING MUNICIPAL CONTRACTS), commercial and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly. **These customers must be provided to the department as part of a separate customer list.**

On-Call Customers: Customers that are provided solid waste collection services on an "on-call" basis. According to N.J.A.C. 7:26H-5.9, **if solid waste collection services were provided more than one time during the year, even though the service locations varied, then these on-call customers must be included on a customer list.**

One-time Customers: Customers that were provided solid waste collection services one time during the year. You do not need to include these customers in your customer list.

****If a customer list is required, please submit as an attachment using the "Attach Files" button below or on the next page. ****

Attach Files

SECTION B

CUSTOMER SERVICE AREA INVENTORY FOR BROKERS

MUST BE INCLUDED ON A CUSTOMER LIST					
County	# of Scheduled Residential	# of Scheduled Commercial	# of Scheduled Industrial	# of Repeated On-Call Customers	# of One-Time Only Customers (SERVICES PROVIDED ONCE IN 12-MONTH PERIOD)
Atlantic					
Bergen					
Burlington					
Camden					
Cape May					
Cumberland					
Essex					
Gloucester					
Hudson					
Hunterdon					
Mercer					
Middlesex					
Monmouth					
Morris					
Ocean					
Passaic					
Salem					
Somerset					
Sussex					
Union					
Warren					

Attach Files

SECTION B

COLLECTORS/TRANSPORTERS USED IN 2018

Provide the information below for collectors/transporters hired through brokering services during the calendar year of 2018 for EACH COUNTY. If you need additional space you may duplicate this page with the "Duplicate This Page" button below:

_____ COUNTY (LIST ONLY 1 COUNTY PER FORM)

A	B	C	E
Solid Waste Hauler Used	Does your company have an on-going contract with this Collector/Transporter?	CPCN Number (SW#) of Solid Waste Hauler Used	Total Amount Paid to Hauler
	<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	

**GROSS OPERATING REVENUE BY COUNTY FOR
BROKERING SERVICES**

Please provide the Gross Operating Revenues derived from all solid waste broker services in New Jersey during 2018.

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

Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses

Gross Operating Revenues consist of reportable revenues which are derived from customer bills, fees, sales and services.

County	2018 Broker Gross Revenue
Atlantic	
Bergen	
Burlington	
Camden	
Cape May	
Cumberland	
Essex	
Gloucester	
Hudson	
Hunterdon	
Mercer	
Middlesex	
Monmouth	
Morris	
Ocean	
Passaic	
Salem	
Somerset	
Sussex	
Union	
Warren	

Total Gross Operating Revenue
During Calendar Year 2018:

\$ 0.00

Broker Total

CALCULATED

END OF SECTION B

CLAIMING ZERO GROSS OPERATING REVENUE FOR COLLECTORS/TRANSPORTERS

Acceptable Reasons for Reporting Zero Gross Operating Revenue

- **Currently Not Operating** – If your company has been inactive in 2018 you must explain why, how long your company has been inactive, and when you intend to resume operation.
- **Collection/Transport/Brokering of Non-Regulated Materials** – Provide details of your operations and provide the solid waste ID or the non-regulated waste that your company collects/transport.
- **Collection/Transport/Brokering of Waste Not Generated in NJ** – Provide details of your operations and the origin of the waste that your company is collecting/transporting.
- **Waste Collected/Brokered to be collected from NJ Transfer Station or Rail Carrier and Transported Out of State** - Provide details of your operations.
- **Other** - Provide a detailed explanation for claiming zero revenue.

Unacceptable Reasons for Reporting Zero Gross Operating Revenue

- **Self-Generated Waste** - Self-generators are exempt from holding an A-901 License and a CPCN. Companies that do hold a CPCN should, therefore, not be reporting waste as “self-generated”.
- **Sub-Contractors**- All utilities holding a CPCN must report revenue regardless of contracting work with other Solid Waste Utilities.

****If you are claiming zero revenue for the calendar year of 2018, see the next page to provide details and certify zero gross operating revenue.***

**CERTIFICATION FOR COMPANIES CLAIMING ZERO
GROSS OPERATION REVENUE**

The certification below should only be completed by CPCN holders that are claiming zero gross operating revenue for calendar year 2018. You must also provide, in detail, the reason you are claiming zero revenue.

ZERO GROSS OPERATING REVENUE CERTIFICATION:

I certify under the penalty of law that this company's reportable Gross Operating Revenue as described on page 5, which are derived from fees, sales, services, and interest from all solid waste collected in NEW JERSEY during 2018 was ZERO dollars (\$0.00).

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

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

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

of: _____
(OFFICIAL COMPANY NAME)

Print Name of Owner/Authorized Member

Signature of Owner/Authorized Member

Today's Date

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

Do not indicate "N/A" if claiming zero revenue

CERTIFICATIONS

****Please sign the "Customer Bill of Rights" OR check the box below accordingly****

CUSTOMER BILL OF RIGHTS (If you have Regularly Scheduled Customers, read and certify)

Regularly scheduled customers are considered residential, commercial, and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly

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

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

authorized to sign this Customer Bill of Rights on behalf of: STERLING CARTING
(OFFICIAL COMPANY NAME)

<u>ELLESSA DIBELLA</u>	<u>Ellessa C. DiBella</u> <small>Digitally signed by Ellessa C. DiBella Date: 2019.05.17 11:44:14 -04'00'</small>	<u>5/17/19</u>
Print Name of Owner/Authorized Member	Signature of Owner/Authorized Member	Today's Date

OR

I DO NOT have Regularly Scheduled Customers

Regularly scheduled customers are considered, commercial, and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly.

VERIFICATION AND OATH FOR 2018 ANNUAL REPORT FILING

NAME OF PERSON COMPLETING THIS FORM:
ELLESSA DIBELLA

RELATIONSHIP TO BUSINESS:
VP

CONTACT NUMBER:
845-753-6666

The 2018 Annual Utility Report for Solid Waste Collectors/Transporters and Brokers must be verified and certified by the oath of the President or another principal general officer if other than the respondent and must be approved as a "key employee" as defined by N.J.S.A. 13:1E-127(f).

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

ELLESSA DIBELLA

(Insert name of Owner or Officer and Title)

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment" N.J.A.C. 7:26H-5.9(d)

I acknowledge that submitting false information to the Department of Environmental Protection may subject my company to potential enforcement actions, penalties and/or revocation of the A-901 license and CPCN.

Ellessa C. DiBella Digitally signed by Ellessa C. DiBella
Date: 2019.05.17 11:45:05 -04'00'

(Signature of Owner or Officer)

Please note notary must be present when signing

State of NJ	County of BERGEN
Sworn to and subscribed before me	
this 17 day of MAY	20 19
BRIAN HAPP	
Print Name of Notary Public or Officer Authorized to Administer Oath	
Brian Happ	Digitally signed by Brian Happ Date: 2019.05.17 11:47:58 -04'00'
Signature of Notary Public or Officer Authorized to Administer Oath	
My Commission expires:	JULY 17, 2022



IMPORTANT NOTICE: If your company is NO LONGER in business, please use this form to SURRENDER your A-901, CPCN and Decals, and MAIL to the address below. DO NOT submit if your company will continue to engage in NJ's waste industry.

New Jersey Department of Environmental Protection (NJDEP)

Notice of Surrender

A-901 License, Certificate of Public Convenience and Necessity (CPCN) and Waste Transporter Decals

Please read carefully. Legibly print and complete all information below:

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

EMAIL: _____

NAME OF ALL COMPANY OWNER(S): _____

Additional Owners? Please check here and print name(s) on additional sheet

I, _____; hold the title of _____, and hereby
(NAME OF AUTHORIZED OWNER) (TITLE)
 notify NJDEP, effective immediately, that I am voluntarily surrendering the A-901 License, CPCN, and all transporter decals issued to _____, and will no longer engage in the
(COMPANY NAME)
 solid and/or hazardous waste business in New Jersey. I am fully aware that I must reapply, and be granted a license if I intend to re-enter the waste industry in the future.

I agree with these statements above and certify that I am duly authorized to sign and submit this "Notice of Surrender" on behalf of the company, its owners and members.

 Print Name of Authorized Owner Signature of Authorized Owner Today's Date

Please check boxes below and fill in the correct NUMBERS as indicated:

- Certificate of Public Convenience & Necessity (CPCN): YES: SW# _____ NO N/A
- NJDEP Solid Waste Transporter Number (SW Hauler ID): YES: SW ID# _____ NO N/A
- NJDEP Hazardous Waste Transporter Number (HW Hauler ID): YES: HW ID# _____ NO N/A
- Does the company have CURRENT Waste Transporter Decals? YES*: #SW: ____; #HW: ____ NO N/A
- Do you have any decal placed on Leased Vehicles/Equipment? YES* NO N/A

*Current transporter decals placed on any owned or leased containers; vehicles; and/or equipment, are inactive upon signature and must be removed immediately and mailed back to NJDEP at the address below.

This completed form, and all decals and cab cards should be mailed to:

Roxanne Feasel, NJDEP A-901
401 E. State St., 2nd Floor West Wing
Mail Code: 401-02C, PO Box 420
Trenton, NJ 08625-0420

6.4 BID GUARANTY

BID BOND

(To be used in lieu of Certified Check)

KNOW ALL MEN BY THESE PRESENTS,

that we the undersigned Sterling Carting, Inc. (Name of Principal) as **PRINCIPAL**, and NGM Insurance Company (Name of Surety) as **SURETY**, are held and firmly bound unto **THE BOROUGH OF MONTVALE, BERGEN COUNTY, NEW JERSEY**, hereinafter called **MUNICIPALITY**, in the penal sum of ^{10% NTE \$20,000.00} \$20,000.00 (penal sum shall be equal to the total aggregate bid price, but not to exceed \$20,000) **DOLLARS** lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that, whereas the Principal has submitted the accompanying bid, dated May 15th, 2020, for

"SOLID WASTE AND RECYCLABLE MATERIALS, COLLECTION & DISPOSAL SERVICE"

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein to wit: 60 days after the opening of the same, and shall, within forty five (45) days after the prescribed forms are presented to him for signature, enter into a written Contract with the **MUNICIPALITY** in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and the payment of all persons performing labor or furnishing materials in connection therewith; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, the Principal shall pay the **MUNICIPALITY**, within 30 days after being notified in writing of the award of a contract for said work to another bidder and the amount of said bidder's bid, the difference, not to exceed the penalty hereof, between the amount specified in the principal's bid and the amount of the bid of such other bidder, if the latter amount be in excess of the former, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 28th day of April, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to proper authority.

In the Presence of:

J. Liem
Celissa Bisella
Sterling Carting, Inc. Seal
v.p. (Principal)

NGM Insurance Company
Timothy J. Wagner Seal
Timothy J. Wagner (Surety)
Attorney-In-Fact

6.5 STATEMENT OF OWNERSHIP

CORPORATE OR PARTNERSHIP DISCLOSURE STATEMENT

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent part that no partnership or corporation shall be awarded any State, County, Municipal or School District Contract for the performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information:

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

BIDDERS MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

- A. The following Stockholders or Partners own 10% or more of the company submitting bid:

NAME	ADDRESS
MONICA DIBELLA	981 RAMAPO VALLEY RD MAHWAH NJ 07430

- B. If Stockholder or partner named above is a Corporation, copy this page and complete as if that Stockholder or partner is submitting bid.

- No Stockholder or Partner owns 10% or more of the company submitting bid.
- Bid is being submitted by an individual who operates as a sole proprietorship.

Signature *E. Dibella*

Name/Title ELLESSA DIBELLA / VP

Subscribed and sworn to before me this

11 day of May 2020

[Signature]

Notary Public of
My Commission expires September 20 21

Seal:

SAMANTHA NYE
ELECTRONIC NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
REGISTRATION # 7747969
COMMISSION EXP SEPTEMBER 30, 2021

Notary Stamp Printed at 2020/05/11 11:35:23 EST

Document Notarized using a Live Audio-Video Connection



6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } s.s.:

"SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE"

I, ELLESSA DIBELLA, of the City of MAHWAH in the State (Commonwealth) of NJ, being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of STERLING CARTING, INC bidder submitting the Bid Proposal for the above-named project, in the capacity of VP and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the *Borough of Manville* Mayor and Council rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

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

(Name of Bidder)

STERLING CARTING, INC
Name of Firm or Individual

VP
Title

E. Dibella
Signature

05/11/2020
Date

Subscribed and sworn to before me this

11 day of May 2020

Samantha Nye
Notary Public of Virginia

SAMANTHA NYE
ELECTRONIC NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
REGISTRATION # 7747969
COMMISSION EXP SEPTEMBER 30, 2021

Notary Stamp Placed at 2020-05-11 11:30:23 EST

0806

My Commission expires September, 2021.

Document Notarized using a Live Audio-Video Connection

6.7 CONSENT OF SURETY

CONSENT OF SURETY

Know all men by these presents, that for and in consideration of the sum of \$1.00 dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the NGM Insurance Company (Surety Company) a corporation organized and existing under the laws of the State of Florida and licensed to do business in the State of New Jersey certifies and agrees, that if the Contract for:

"SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE"
is awarded to Sterling Carting, Inc. (Name of Bidder), the undersigned corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection therewith. In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this day of 04/28 20 20.

A Corporate Acknowledgment and Statement of Authority issued by the Surety are attached hereto.

By J. DiPina
ETESSA D. BELLA - V.P.
STERLING CARTING, INC.

Attest: Angela M. Spina

NGM Insurance Co; Surety
Timothy J. Wagner

Timothy J. Wagner, Attorney-In-Fact

(SEAL)

Surety Disclosure Statement and Certification

Pursuant to N.J.S.A. 2A:44-143

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, Surety on the attached bond, hereby certifies the following:

- 1) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2018 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by PricewaterhouseCoopers LLP, 101 Seaport Boulevard, Boston, MA 02210

Table with 3 columns: Surety Company, Capital, Surplus. Row 1: NGM Insurance Company, \$5,250,000, \$550,243,551

- 2) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2019 (most recent calendar year available) is as follows:

Table with 2 columns: Surety Company, Limitations. Row 1: NGM Insurance Company, \$51,366,000

- 3) The amount of the bond to which the statement and certification is attached is \$10% NTE \$20,000.00

- 4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in item 3 above, then for each such contract of reinsurance:

- a) The name and address of each such reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:

Table with 3 columns: Reinsurer, Address, Amount

And;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 4(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C. 17:51 B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

Certificate

I, Timothy J. Wagner as Attorney in Fact, for NGM Insurance

Company, a company domiciled in the State of Florida, hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements made by me are false, this bond is void.

Handwritten signature of Timothy J. Wagner

Timothy J. Wagner, Attorney-in-Fact (Print name of certifying agent/officer)

Date: 04/28/2020 Attorney in Fact



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Timothy J Wagner, Cheryl Pinho, Maria Rocha, Robert N Wenig -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof, such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Loa K. Penton

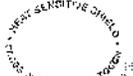


I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 28th day of April, 2020.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

Date: May 01, 2019

NAIC COMPANY CODE: 14700

THIS IS TO CERTIFY THAT THE NGM INSURANCE COMPANY OF JACKSONVILLE, FLORIDA, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF May, 2020, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - Fire and Allied Lines
- 02 - Earthquake
- 03 - Growing Crops
- 04 - Ocean Marine
- 05 - Inland Marine
- 06 - Workers Compensation and Employers Liability
- 07 - Automobile Liability Bodily Injury
- 08 - Automobile Liability Property Damage
- 09 - Automobile Physical Damage
- 11 - Other Liability
- 12 - Boiler and Machinery
- 13 - Fidelity and Surety
- 15 - Burglary and Theft
- 16 - Glass
- 17 - Sprinkler Leakage and Water Damage
- 20 - Physical Loss to Buildings
- 22 - Mechanical Breakdown/Power Failure



MARLENE CARIDE
COMMISSIONER OF
BANKING AND INSURANCE



THE MAIN STREET AMERICA GROUP



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 14, 2019, the following officers were elected and remain in office:

THOMAS M. VAN BERKEL.....CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER
 JEFFREY B. KUSCH.....EXECUTIVE VICE PRESIDENT, FIELD OPERATIONS
 CHRISTOPHER R. LISTAU.....EXECUTIVE VICE PRESIDENT, INSURANCE OPERATIONS
 BRUCE R. FOX.....SENIOR VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
 THOMAS T. FRAZIER.....SENIOR VICE PRESIDENT, TREASURER & CHIEF INVESTMENT OFFICER
 AMY J. FREDERICK.....SENIOR VICE PRESIDENT & CHIEF INFORMATION OFFICER
 DANIEL J. GAYNOR.....SENIOR VICE PRESIDENT & CHIEF UNDERWRITING OFFICER
 MICHAEL D. LANCASHIRE.....SENIOR VICE PRESIDENT, CLAIMS
 DAVID S. MEDVIDOFSKY.....SENIOR VICE PRESIDENT, HUMAN RESOURCES
 JOHN A. THOMPSON, JR.....SENIOR VICE PRESIDENT, STRATEGIC PLANNING & GOVERNANCE
 DEAN P. DORMAN.....VICE PRESIDENT & CHIEF ACTUARY
 NANCY L. GIORDANO-RAMOS, ROBERT T. HETZEL, JR.,
 DARRYL J. OSMAN, JANET M. ROOT, GERARD W. WATERS.....VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2018.

ADMITTED ASSETS	LIABILITIES
Bonds at Amortized Values.....\$ 1,547,609,940	Reserve for Losses.....1,085,650,187
Stocks at Market Value.....460,950,534	Reserve for Loss Adjustment Expenses.....213,841,654
First Mortgage Loans.....10,168,000	Reserve for Unearned Premiums.....555,557,407
Real Estate.....3,928,649	Reserve for Other Underwriting Expenses.....38,757,824
Cash in Office and Banks.....(14,057,315)	Reserve for Taxes, Licenses, and Fees.....11,036,108
Short Term Investments.....6,937,199	Loss Drafts in Transit.....0
Agent's Balance (Less than 90 Days).....264,647,655	Other Liabilities.....55,313,218
Accrued Interest.....12,824,741	Total Liabilities.....1,971,156,398
Other Assets.....206,160,191	Policyholders' Surplus.....550,003,196
TOTAL ADMITTED ASSETS.....2,521,159,594	TOTAL.....\$ 2,521,159,594

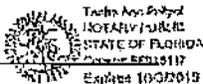
Securities as deposited by law, included above = \$ 6,120,444

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on
(this 22nd day of March, 2019)

IN WITNESS THEREOF I hereunto subscribe
my name and affix the seal of said company
this 22nd day of March, 2019



Bruce R. Fox
Senior Vice President, General Counsel & Secretary



6.7 CONSENT OF SURETY

CONSENT OF SURETY

Know all men by these presents, that for and in consideration of the sum of \$1.00 dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the _____ (Surety Company) a corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of New Jersey certifies and agrees, that if the Contract for:

"SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE"

is awarded to _____ (Name of Bidder), the undersigned corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection therewith. In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this day of _____, 20_____.

A Corporate Acknowledgment and Statement of Authority issued by the Surety are attached hereto.

By _____

, Surety

Attest: _____

, Attorney-In-Fact

(SEAL)

6.8 BID PROPOSAL

Proposal for:

“SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE”

Beginning September 1, 2020 in the

BOROUGH OF MONTVALE:

I or We STERLING CARTING, INC
[COMPANY NAME]

99 STERLING MINE RD SLOATSBURG NY 10974

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

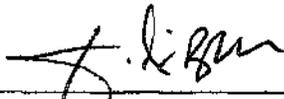
hereby agree(s) to provide complete performance in accordance with the Contract and Specifications for the Prices listed on the Proposal Sheets.

Bidder's Total Bid Price(s), for purposes of bid comparison, shall be calculated by multiplying Bidder's lump sum and per-unit bid prices times the projected quantities for each respective service for the relevant contract period. The same calculation shall be used for comparing Alternate bids.

In addition, Contractor is to provide per unit (single family, condominium, and/or townhouse) price for collection services. This price is for the Borough to assess price increase if or when additional units are approved in the Borough.

Bidder acknowledges that this contract shall be subject to one (1) two-year or two (2) one-year mutual extensions in accordance with N.J.S.A. 40A:11-15.

NOTE: Pursuant to N.J.A.C. 7:26H-6.5, Bidders are required to sign all Proposal sheets. Failure to comply with this provision shall result in rejection of the bid.



Name: ELLESSA DIBELLA
Bidder: STERLING CARTING, INC
Title: VP

Affix seal if a corporation.

6.8.1

BASE BID

COLLECTION SCHEDULE

The following materials shall be collected as described below. The Contractor may request the collection day to be changed with approval by the *Borough of Montvale*.

Solid Waste: Collection one (1) time weekly (See Schedule A for Current Schedule).

Recyclables: Collection of recyclable materials as "single-stream." Collection once every two (2) weeks (See Schedule A for Schedule).

Vegetative Waste: Collection once weekly on the first solid waste collection day in the Zone from April 1st through October 15th. Vegetative waste includes leaves, sticks, branches, brush, grass, etc., commonly found in the environment.

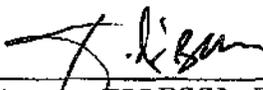
Leaf Collection: Collection once weekly on the first solid waste collection day in the Zone from October 15th through December 31st. Collection of leaves shall follow Christmas Tree Collection if necessary due to warm and mild fall and early winter season.

Christmas Tree Collection: Collection once weekly on the first solid waste collection day in the month of January. If severe weather occurs which would preclude Christmas tree pickup, the pickup shall be extended into February for that time period or number of pickups missed due to inclement weather.

White Goods: Collected on an as-needed basis at residence curb by calling the Disposal Contractor to arrange a pick-up time.

Alternate A: During the months of June, July and August, collection of Solid Waste increased to two (2) times weekly.

Alternate B: During the entire year, collection of recyclable materials one (1) time weekly (in lieu of collection once every two weeks).



Name: ELLESSA DIBELLA
Bidder: STERLING CARTING, INC
Title: VP

Affix seal if a corporation.

BASE BID: THREE (3) YEAR CONTRACT WITH SINGLE-STREAM RECYCLING COLLECTION

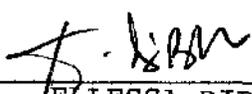
(September 1, 2020 through August 31, 2023)

BASE BID

YEARLY BID PRICES:

YEAR	CURBSIDE COLLECTION (ALL MATERIALS) & SOLID WASTE DISPOSAL (ALL-INCLUSIVE LUMP SUM)	VEGETATIVE WASTE AND LEAVES DISPOSAL (TIPPING) FEE PER YARD	STREET SWEEPING DISPOSAL (TIPPING) FEE PER TON
#1	\$ _____ IN WORDS	\$ _____ IN WORDS	\$ _____ IN WORDS
#2	\$ _____ IN WORDS	\$ _____ IN WORDS	\$ _____ IN WORDS
#3	\$ _____ IN WORDS	\$ _____ IN WORDS	\$ _____ IN WORDS

Note: All revenue earned from the disposal of recyclable materials is to be retained by the contractor.



Name: FELLESSA DIBELLA
Bidder: STERLING CARTING, INC
Title: VP

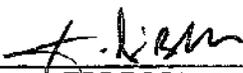
Affix seal if a corporation.

ALTERNATE "B": DURING THE ENTIRE YEAR, COLLECTION OF RECYCLABLE MATERIALS ONE (1) TIME WEEKLY

YEARLY BID PRICES:

YEAR	ADDITIONAL COST FOR CHANGE TO YEARLY RECYCLING COLLECTION ONCE PER WEEK (ALL-INCLUSIVE LUMP SUM)
#1	\$ _____ _____ IN WORDS
#2	\$ _____ _____ IN WORDS
#3	\$ _____ _____ IN WORDS

NOTE: If Alternate "B" is awarded by the Borough, the above-quoted prices will be added to the first column in the Base Bid (plus the bid for Alternate "A", if awarded), and the combined total shall be used for tabulating bidder's lump sum collection and solid waste disposal bid. Bid prices for disposal of vegetative waste, leaves and street sweeping debris materials will remain as set forth in the Base Bid.


 Name: FELLESSA DIBELLA
 Bidder: STERLING CARTING, INC
 Title: VP

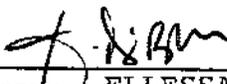
Affix seal if a corporation.

ALTERNATE "A": DURING JUNE, JULY AND AUGUST, SOLID WASTE COLLECTION INCREASED TO TWO (2) TIMES WEEKLY

YEARLY BID PRICES:

YEAR	ADDITIONAL COST FOR ADDING SECOND WEEKLY SOLID WASTE COLLECTION DURING JUNE, JULY AND AUGUST (ALL-INCLUSIVE LUMP SUM)
#1	\$ _____ _____ IN WORDS
#2	\$ _____ _____ IN WORDS
#3	\$ _____ _____ IN WORDS

NOTE: If Alternate "A" is awarded by the Borough, the above-quoted prices will be added to the first column in the Base Bid, and the combined total shall be used for tabulating bidder's lump sum collection and solid waste disposal bid. Bid prices for disposal of vegetative waste, leaves and street sweeping debris materials will remain as set forth in the Base Bid.


 Name: ELLESSA DIBELLA
 Bidder: STERLING CARTING, INC
 Title: VP

Affix seal if a corporation.

PER-UNIT PRICE FOR ADDITIONAL UNITS

Contractor is to provide price per unit (single family, condominium, and/or townhouse) for collection services.

This price is to be used to determine the equitable increase in the Contract Price if and when additional units are constructed in the Borough.

BASE BID PRICING – YEARLY PER UNIT PRICE FOR CURBSIDE COLLECTION (ALL MATERIALS) AND SOLID WASTE DISPOSAL ONE (1) TIME WEEKLY:

_____ \$ _____
(Unit Price in Words) (Per Unit)

ALTERNATE "A" PRICING – ADDITIONAL YEARLY PER UNIT PRICE IF ALTERNATE "A" IS AWARDED:

_____ \$ _____
(Unit Price in Words) (Per Unit)

ALTERNATE "B" PRICING – ADDITIONAL YEARLY PER UNIT PRICE IF ALTERNATE "B" IS AWARDED:

_____ \$ _____
(Unit Price in Words) (Per Unit)


Name: EDLESSA DIBELLA
Bidder: STERLING CARTING, INC
Title: VP

Affix seal if a corporation.

7. CONTRACT DOCUMENTS

7.1. CONTRACT

Contract shall be in form provided by and/or satisfactory to the Borough.

7.2. PERFORMANCE BOND

Bond shall be in form satisfactory to the Borough.

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS:

“SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE”

I, _____, am the (OWNER, PARTNER, PRESIDENT, OR CORPORATE OFFICER) of the _____, and being duly sworn, I depose and say:

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

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

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the *Borough of Montvale* to damages arising therefrom.

Name of Firm or Individual

Title

Signature

Date

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

Notary Public of _____
My Commission expires _____, 20__.

2020 HOLIDAY SCHEDULE	DAY	DATE
NEW YEARS DAY	WEDNESDAY	1/1/2020
MEMORIAL DAY	MONDAY	5/25/2020
INDEPENDENCE DAY	SATURDAY	7/4/2020
LABOR DAY	MONDAY	9/9/2020
THANKSGIVING	THURSDAY	11/26/2020
CHRISTMAS DAY	FRIDAY	12/25/2020

2021 HOLIDAY SCHEDULE	DAY	DATE
NEW YEARS DAY	FRIDAY	1/1/2021
MEMORIAL DAY	MONDAY	5/31/2021
INDEPENDENCE DAY	SUNDAY	7/4/2021
LABOR DAY	MONDAY	9/6/2021
THANKSGIVING	THURSDAY	11/25/2021
CHRISTMAS DAY	SATURDAY	12/25/2021

2022 HOLIDAY SCHEDULE	DAY	DATE
NEW YEARS DAY	SATURDAY	1/1/2022
MEMORIAL DAY	MONDAY	5/30/2022
INDEPENDENCE DAY	MONDAY	7/4/2022
LABOR DAY	MONDAY	9/5/2022
THANKSGIVING	THURSDAY	11/24/2022
CHRISTMAS DAY	MONDAY	12/26/2022

7.4. CERTIFICATE OF INSURANCE

Certificate shall be in form satisfactory to the Borough.

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS:

“SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE”

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

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

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

____ day of _____ 20____.

Notary Public of _____

My Commission expires _____, 20__.

ATTACHMENT #1

Goods and Services Contracts - Mandatory Language

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
GOODS AND SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

ATTACHMENT #2

P.L.2009, Chapter 88 (N.J.S.A. 34:11-68)

MANDATORY WAGE RECORD KEEPING

SOLID WASTE COLLECTION AND TRANSPORTATION CONTRACTORS

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

Employee Wage Reporting: The Contractor and any subcontractor thereof engaged under a contract pursuant to these specifications is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract, as follows:

1. The Contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract, and any other records deemed necessary by the Commissioner of Labor and Workforce Development, or his duly authorized representatives, for the enforcement of wage payments. In addition, the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the Borough of Montvale, any other party to the contract, and the Commissioner.
2. The Contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form satisfactory to the Commissioner, to the Borough of Montvale for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development's "Payroll Certification for Public Works Project" and completing columns 1-5 for each covered employee. The certification shall be submitted to the Borough of Montvale, 12 Mercedes Drive, Montvale, New Jersey 07645.

By entering into a contract, the Contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the Contractor's or subcontractor's wages and any penalties that may result from a failure to comply therewith.

ATTACHMENT #3

BOROUGH OF MONTVALE - MUNICIPAL DATA SHEETS

MUNICIPAL DATA INFORMATION 2017

Solid Waste: 2,096.2 Tons

Single Stream Comingled Recyclables (Glass, Aluminum, Tin, Plastic, Paper & Cardboard): 577.65 Tons

Vegetative Waste (Including Leaves): 972.43 Tons

MUNICIPAL DATA INFORMATION 2018

Solid Waste: 2,844.46 Tons

Single Stream Comingled Recyclables (Glass, Aluminum, Tin, Plastic, Paper & Cardboard): 473.06 Tons

Vegetative Waste (Including Leaves): 922.16 Tons

MUNICIPAL DATA INFORMATION 2019

Solid Waste: 3,138.3 Tons

Single Stream Comingled Recyclables (Glass, Aluminum, Tin, Plastic, Paper & Cardboard): 550.7 Tons

Vegetative Waste (Including Leaves): 834.55 Tons

MONTVALE MUNICIPAL DATA SHEET 2020

TOTAL RESIDENTIAL SOURCES	Units		
Single Family	2128		Curbside Container Size - 32 Gallon Max
Multi-Family	0		
Townhomes/Condominiums	664		Curbside Container - 32 Gallon Max / Dumpster size TBD
OTHER	0		
Total	2792		

MULTI-FAMILY RESIDENTIAL	Units		
Total	0		

CONDOMINIUMS/TOWNHOMES	Units	Type	Container
Rolling Ridge	168	Condos	Dumpsters (supplied by Assoc.)
The Reserve	81	Townhomes	Curbside Container
Georgetown	16	Condos	Curbside Container
Bear Brook	33	Townhomes	Curbside Container
Alayna/Katy	37	Townhomes	Curbside Container
Valley View	128	Condos	Dumpster (supplied by Assoc.)
Four Seasons	72	Condos	Dumpster (supplied by Assoc.)
Olde Woods	22	Townhomes	Curbside Container
Summit Ridge	59	Condos	Curbside Container
The Enclave	20	Townhomes	Curbside Container
Montvale Commons	28	Senior	Dumpster (supplied by Assoc.)
Total	664		

INSTITUTIONAL SOURCES	Units		
Schools	2		Two (2) six-yard solid waste containers and one (1) three-yard container for paper at Memorial School. One (1) six-yard solid waste and one (1) three-yard container for paper at Fieldstone School. Solid waste to be collected three (3) times weekly and paper one (1) time weekly. Schedule can be modified on off-school weeks but must be coordinated with the DPW Superintendent.
Houses of Worship	0		
Total	2		

COMMERCIAL SOURCES	Units		Container Size - N/A
Total	0		

ATTACHMENT #4

BOROUGH OF MONTVALE - COLLECTION AND DISPOSAL PROJECTIONS

Projections September 1, 2020 through August 31, 2021

Population: 8,700
Solid Waste: 3,150 Tons
Vegetative Waste: 550 Tons
Number of Pulls at Recycling Center: 180

Projections September 1, 2021 through August 31, 2022

Population: 9,000
Solid Waste: 3,250 Tons
Vegetative Waste: 575 Tons
Number of Pulls at Recycling Center: 180

Projections September 1, 2022 through August 31, 2023

Population: 9,300
Solid Waste: 3,350 Tons
Vegetative Waste: 600 Tons
Number of Pulls at Recycling Center: 180

SCHEDULE A

**MONTVALE BOROUGH
GARBAGE AND RECYCLING PICKUP ZONES**

Garbage Pickup - East Zone

Garbage pickups for the east zone of the borough will take place on Monday.
(Alternate "A" - add Thursday during June, July and August)
Yard vegetation waste (leaves/grass/shrub/branches) will be picked up on Monday only.

Antrim Road	Main Street
Arthur Court	Maple Avenue
Blauvelt Court	Marion Road
Blue Hill Road	Maze Road
Bryan Drive	McGuire Court
Camron Court	Meadow Lane
Cardinal Court	Middletown Road
Conrad Court	Moulton Drive
Cottage Avenue	Murray Road
Crest Road	Myrtle Street
Dolores Drive	Nichols Road
East Montvale Road	Norgate Drive
Echo Hill	North Middletown Road
Erie Avenue	Oak Street
Fairview Avenue	Pennsylvania Avenue
Georgetown Court	Phyllis Drive
Grand Avenue East	Prospect Avenue
Hemlock Street	Raven Road
Ivy Lane	Roberts Road
Jefferson Place	Rutherford Place
Joan Terrace	South Middletown Road
John Steet	Spruce Street
Ladik Place	Williams Road
Lewis Road	Wilson Road
Locust Street	Windsor Road

Garbage Pickup - Central Zone

Garbage pickups for the central zone of the borough will take place on Tuesday.
(Alternate "A" - add Friday during June, July and August)
Yard vegetation waste (leaves/grass/shrub/branches) will be picked up on Tuesday only.

Azaiea Lane	Maureen Court
Bayberry Drive	Memorial Drive
Birch Terrace	Mulberry Lane
Bramble Way	Nottingham Court
Brook Avenue	Oakland Drive
Clover Court	Park Street
Columbine Court	Pearl Avenue
Concord Court	Pine Street
Cooks Lane	Pineview Terrace
Crestview Terrace	Plymouth Place
Cypress Peak Lane	Quail Ridge
Dogwood Lane	Railroad Avenue
Donnybrook Road	Robin Hood Court
Eagle Ridge	Shadow Lane
Ellsworth Terrace	Shady Trail
Eucalyptus Road	Sheppard Drive
Forest Avenue	Short Avenue
Franklin Avenue	Sloping Hill Lane
Glen Avenue	Stag Hill Road
Grand Avenue West (to Chestnut Ridge Road)	Stone Hollow Road
Greenbriar Lane	Sunnyside Drive
Grove Street	Terkuile Road
Hamilton Street	Terry Court
Hartel Lane	Twin Oaks Drive
Hering Road	Valemont Road
Hillcrest Avenue	Walnut Street
Hillside Terrace	Waverly Street
Hollow Wood Lane	Wayne Street
Hope Street	West Drive
Hunting Ridge Court	West Montvale Road

Garbage Pickup - Central Zone (cont.)

Jan Court	Westminster Court
Jules Lane	Westmoreland Avenue
Kinderkamack and Park	White Oak Court
Kinderkamack Road-North	Wildwood Court
Kinderkamack Road-South	Williamsburgh Way
Lexington Lane	Woodland Road
Madison Avenue	Wortendyke Avenue
Magnolia Avenue	

Garbage Pickup - West Zone

Garbage pickups for the west zone of the borough will take place on Wednesday.

(Alternate "A" - add Saturday during June, July and August)

Yard vegetation waste (leaves/grass/shrub/branches) will be picked up on Wednesday only.

Akers Avenue	Ihnen Court
Apple Hill Court	June Lane
Barbara Lane	Lark Lane
Beechwood Road	Laurel Brook Road
Belnay Lane	Linderman Lane
Blue Sky Lane	Lomas Lane
Boxwood Lane	Longridge Road
Bradley Lane	Morgan Court
Candlelight Drive	Niklerain Court
Charlotte Court	North Avenue
Cherokee Trail	Old Chestnut Ridge
Cherry Lane	Old Woods Lane
Chestnut Ridge Road	Olde Lantern Court
Cider Mill Court	Partridge Run
Craig Road	Pine Hollow
Deepwood Lane	Post Lane
Demarest Lane	Powder Hill
Edgren Way	Serrell Drive
Florence Court	Smoke Rise Court
Forshee Circle	Spring Valley Road
Four Seasons Lane	Stembrook Road
Foxhill Road	Strawberry Hill Court
Garden Lane	Stuyvesant Road
Geinaw Lane	Summer Tree Way
Grand Avenue West of Chestnut Ridge Road	Summit Avenue
Green Way	Sunrise Drive
Heather Ridge Lane	Surrey Lane
Heatherstone Way	Sweeney Court

Garbage Pickup - West Zone (cont.)

Hickory Hill	Thier Lane
High Ridge Road	Timberland Trail
Highland Road	Upper Saddle River Road
Hilton Place	Valley View Terrace
Holdrum Court	Van Wyck Street
Huff Terrace	Wren Way

Recycling Pickup - District 1

Recycling pickup will take place on the first Tuesday after contract commencement, and every other week thereafter, for the following streets in this district.

This schedule applies to all recyclable material.
(Alternate "B" - collection shall be every week)

Antrim Road	Montvale Avenue
Bryan Drive	Moulton Drive
Camron Court	Mulberry Lane
Conrad Court	Myrtle Lane
Crest Road	Oak Street
Dolores Drive	Pearl Street
Erie Avenue	Pennsylvania Avenue
Glen Lane	Phyllis Drive
Grove Street	Pine Street
Hemlock Street	Roberts Road
Hilicrest Avenue	Rutherford Place
Ivy Lane	Short Avenue
Jefferson Place	Spruce Street
Joan Terrace	Walnut Street
John Street	West Drive
Ladik Place	Williams Road
Locust Street	Williamsburg Way
Main Street	Windsor Road
Marion Road	Wortendyke Avenue
Maze Road	

Recycling Pickup - District 2

Recycling pickup will take place on the first Tuesday after contract commencement, and every other week thereafter, for the following streets in this district.

This schedule applies to all recyclable material.

(Alternate "B" - collection shall be every week)

Arthur Court	Maple Avenue
Birch Terrace	McGuire Court
Bauvelt Court	Meadow Lane
Blue Hill Road	Middletown Road
Brook Avenue	Murray Road
Cardinal Court	Nichols Road
Cottage Avenue	Norgate Drive
East Grand Avenue	Nottingham Court
Echo Hill Road	Oakland Drive
Fairview Avenue	Prospect Avenue
Forrest Avenue	Quail Ridge
Franklin Avenue	Raven Road
Hamilton Street	Stone Hollow Road
Hartel Lane	Waverly Place
Hillside Terrace	Wayne Street
Kinderkamack Road	Westmoreland Avenue
Lewis Road	Wilson Road
Madison Avenue	

Recycling Pickup - District 3

Recycling pickup will take place on the second Tuesday after contract commencement, and every other week thereafter, for the following streets in this district.

This schedule applies to all recyclable material.

(Alternate "B" - collection shall be every week)

Apple Hill Court	Laurel Brook Road
Barbara Lane	Linderman Lane
Beechwood Road	Lomas Lane
Bainay Lane	Longridge Road
Blue Sky Lane	Maureen Court
Boxwood Lane	Morgan Court
Bradley Lane	North Avenue
Candlelight Drive	Old Chestnut Ridge
Charlotte Court	Old Lantern Court
Cherry Lane	Partridge Run
Chestnut Ridge Road	Pine Hollow
Cider Mill Court	Post Lane
Craig Road	Powder Hill
Deepwood Lane	Robinhood Court
Edgren Way	Smoke Rise Court
Ellsworth Terrace	Spring Valley Road
Eucalyptus Street	Stembrook Road
Florence Court	Strawberry Hill Court
Forshee Circle	Stuyvesant Road
Four Seasons Lane	Summertree Way
Foxhill Road	Summit Avenue
Garden Lane	Sunrise Drive
Grand Avenue West	Surrey Lane
Hearthstone Way	Terry Court
Heather Ridge	Thier Lane
Hickory Hill	Timberland Trail
High Ridge Road	Upper Saddle River Road
Holdrum Court	Valley View Terrace
Huff Terrace	Van Wyck Street
Ihnen Court	Wren Way
Lark Lane	

Recycling Pickup - District 4

Recycling pickup will take place on the second Tuesday after contract commencement, and every other week thereafter, for the following streets in this district.

This schedule applies to all recyclable material.
(Alternate "B" - collection shall be every week)

Akers Avenue	Jan Court
Azalea Lane	Jules Lane
Bayberry Drive	June Lane
Bramble Way	Lexington Lane
Brook Avenue	Magnolia Avenue
Cherokee Trail	Nikierain Court
Clover Court	Old Woods Lane
Columbine Court	Pineview Terrace
Concord Drive	Plymouth Place
Cocks Lane	Serrell Drive
Crestview Terrace	Shadow Lane
Cypress Peak Lane	Shady Trail
Demarest Lane	Sheppard Drive
Dogwood Lane	Sloping Hill Lane
Donnybrook Road	Stag Hill Road
Eagle Ridge	Steep Hollow Lane
Gelnaw Lane	Sunnyside Drive
Greenbriar Lane	Terkulle Road
Green Way	Twin Oaks Road
Hering Road	Valemont Road
Highland Road	Westminster Court
Hilton Place	White Oak Court
Hollow Wood Lane	Wildwood Court
Hope Street	Woodland Road
Hunting Ridge Court	

NOTICE OF ADDENDUM #1 - CANCELLATION OF PRE-BID MEETING Borough of Montvale, New Jersey
PROJECT: Borough of Montvale Solid Waste and Recyclable Materials Collection & Disposal Service 1.
Cancellation of Pre-Bid Meeting THE PRE-BID MEETING for this bid which was originally scheduled for 11:00
a.m. on Tuesday, April 21, 2020, at the Montvale Municipal Complex, 12 Mercedes Drive, Montvale, New
Jersey, HAS BEEN CANCELLED, as a result of the current State of Emergency and Public Health Emergency
involving COVID-19. The Pre-Bid Meeting will not be rescheduled. Bidders are encouraged to submit any
questions or comments concerning this bid solicitation in writing pursuant to the instructions set forth in the
bid package. Issued by: Maureen Tarossi-Alwan, Borough Administrator Borough of Montvale 12 Mercedes
Drive Montvale, New Jersey 07645 Date: April 14, 2020 Contractor is required to acknowledge receipt of
Addendum. Contractor must sign this Addendum below as proof of receipt and return to the Borough of
Montvale, attn: Maureen Tarossi-Alwan, Borough Administrator. Failure to do so may result in rejection of
bid. 4/17/2020

NOTICE OF ADDENDUM #2 – REVISIONS AND CLARIFICATIONS

Borough of Montvale, New Jersey

PROJECT: Borough of Montvale Solid Waste and Recyclable Materials Collection & Disposal Services

1. Revisions and Clarifications to Bid Specifications

The bid specifications for the above-referenced project have been revised and clarified by the issuance of this Addendum #2. Addendum #2 responds to specific questions posed by prospective bidders and amends certain language and forms in the bid specifications as set forth below. Addendum #2 contains instructions for a virtual bid opening due to the COVID-19 pandemic.

Addendum #2 also contains: a revised Bid Proposal Form; a revised Municipal Data Sheet as Attachment #3 to the bid specifications; and revised projections as Attachment #4 to the bid specifications, which replace these pages in the original bid specifications.

A copy of Addendum #2 has been provided electronically and by certified mail to all bidders who have registered and/or requested bid specifications, and will further be available with the bid package for all other interested bidders.

Issued By: Maureen Iarossi-Alwan, Borough Administrator
Borough of Montvale
12 Mercedes Drive
Montvale, New Jersey 07645

Dated: May 1, 2020

ADDENDUM #2 – REVISIONS AND CLARIFICATIONS
Borough of Montvale, New Jersey

**PROJECT: Borough of Montvale Solid Waste and Recyclable Materials
Collection & Disposal Services**

1. **A bidder inquired as to why grass is listed as a designated recyclable material on Page 3, Definitions, and asked whether that should be included as Vegetative Waste. The bidder also inquired as to why the specifications request a price for the disposal of Vegetative Waste, since Page 9, Section C, 1st paragraph states that the Contractor shall retain ownership of all recyclable materials.**

The bidder is correct that grass should be included in the definition of Vegetative Waste. In addition, the Borough has decided to revise the Bid Proposal Form to remove the per-unit price for disposal of Vegetative Waste. The successful bidder shall retain ownership of all Vegetative Waste and dispose of same to its own cost or benefit. The Bid Proposal Form shall be revised accordingly, and a new Bid Proposal Form will be attached to this Addendum #2. All bidders must submit the revised Bid Proposal Form with their bids. Failure to submit the revised Bid Proposal Form will result in rejection of the bid.

2. **A bidder inquired as to whether batteries should be included in the definition of “designated collected recyclable material.”**

The definition of “designated collected recyclable material” is hereby revised to exclude household generated batteries. Household generated batteries should be properly disposed of by residents as permitted by law, which may include County-sponsored disposal events.

3. **A bidder inquired about the inclusion of televisions as solid waste, when current regulations classify televisions, monitors or related electronics as E-Waste which cannot be collected as solid waste.**

The definition of “solid waste” is hereby revised to exclude any items properly designated as E-Waste. These items should be properly disposed of by residents as permitted by law, which may include collection at the Recycling Center as well as County-sponsored disposal events.

4. **A bidder inquired about designation of the disposal facility and specification Section 5.6, on Page 11, Solid Waste Disposal. That section should be revised to include the underlined language as follows:**

- A. All solid waste collected within the *Borough of Montvale* shall be disposed of in accordance with the Bergen 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 a duly-permitted and licensed facility, regardless of location of such facility. The successful bidder shall designate a conforming Disposal Facility for this contract.

- B. The *Borough of Montvale* reserves the right to designate another Disposal Facility [or, if applicable, Disposal Facilities] in accordance with the Bergen 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 *Borough of Montvale* will assume all additional costs or benefits that are associated with such designation.
5. **A bidder inquired about designation of the disposal facility and specification Section 5.6.A, on Page 11, Recyclable Materials Disposal. That section should be revised to include the underlined language as follows:**
- A. All recyclable materials collected within the *Borough of Montvale* shall be disposed of at a duly-permitted and licensed facility, regardless of location of such facility, and all vegetative recyclable materials shall be disposed of at a duly-permitted and licensed facility, regardless of location of such facility. The successful bidder shall designate a conforming Disposal Facility for this contract.
 - B. The *Borough of Montvale* reserves the right to designate another Disposal Facility [or, if applicable, Disposal Facilities] in the event that the designated Disposal Facility [or, if applicable, Disposal Facilities] is unable to accept waste. The *Borough of Montvale* will assume all additional costs or benefits that are associated with such designation.
6. **A bidder inquired about the language on Page 12, Section 5.13, which discussed the submission of invoices to the Borough for reimbursement of the cost of disposal and the direct payment by the Borough of some costs.**

Section 5.13 shall be revised to read as follows:

- A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.
 - 1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the *Borough of Montvale* for the preceding calendar month (the "Billing Month").
- B. The *Borough of Montvale* shall endeavor to pay all invoices within 30 days of receipt. The *Borough of Montvale* will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The *Borough of Montvale* shall have 30 days from the date of receipt of the corrected invoice to make payment.
- C. The Contractor shall submit documentation specifying the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. This data shall be for informational purposes only.
- D. The Contractor shall submit documentation specifying the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. This data shall be for informational purposes only. The documentation 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.

6. **A bidder inquired as to the exclusion of 5 "flag lots" which were included in the 2015 bid specifications.**

The previously-designated "flag lots" have now been included in the listed residential units.

7. **A bidder inquired about the absence of containers and dumpsters for the Municipal Building, DPW Building, Fieldstone School, Memorial School or the Montvale Athletic League Building for either Solid Waste or Recyclable Materials collection.**

These locations should have been included in Attachment #3, Montvale Municipal Data Sheet 2020. A revised Montvale Municipal Data Sheet 2020 will be included with this Addendum #2.

8. **A bidder commented that The Reserve and Georgetown are shown as curbside collection when they are currently serviced via contractor-supplied dumpsters.**

The Montvale Municipal Data Sheet will be revised accordingly. In addition, it was noted that Valley View has a private hauler. The 128 units from Valley View have been deleted from the revised Municipal Data Sheet as well.

9. **A bidder inquired about the disposal costs for Vegetative Waste and Street Sweepings, and specifically that Page 5, Section 3.1.F indicates this is an estimated cost. Bidder asked for clarification on the responsibility for Vegetative Waste and Street Sweeping debris.**

As per the response to #1, above, the Contractor shall be deemed to own the Vegetative Waste, and the lump sum bid pricing shall include the Contractor's cost for disposal of all Vegetative Waste Debris. In addition, it has been determined that Street Sweeping Debris is no longer a component of this contract. As a result, the Bid Proposal Form shall be revised to remove "per-unit" pricing for these two items. All references to collection of Street Sweeping Debris shall be considered removed from the specifications.

10. **A bidder asked about the reference on Attachment #4 to the 180 anticipated pulls from the Recycling Center, which is not referenced in the bid specifications.**

Inclusion of reference to the Recycling Center was inadvertent, as this responsibility has been assumed by the Pascack Valley Department of Public Works. The Contractor will not be required to collect recyclable materials from the Recycling Center. The reference to 180 pulls

from the Recycling Center should be ignored, and it has been eliminated from the revised Attachment #4.

- 11. A bidder asked whether the Base Bid included only the collection of Solid Waste, Recyclables, Vegetative Waste, Christmas Trees and White Goods, but excluding disposal costs.**

The Base Bid asks for a lump sum price for collection and disposal of all solid waste and recyclable materials. The Borough will not pay extra for disposal of any materials. See also the responses to #1, 9, and 10 above.

- 12. The current COVID-19 pandemic has made it impossible to comply with the Governor's mandated social distancing guidelines at a traditional bid opening.**

On April 15, 2020, the Department of Community Affairs, Division of Local Government Services issued Local Finance Notice ("LFN") 2020-10, entitled "COVID 19 – Supplemental Emergency Procurement Guidance." LFN 2020-10 provides guidance to municipalities to help comply with social distancing guidelines while also complying with the provisions of the Local Public Contracts Law as it pertains to bid opening procedures. As a result, thereof, in lieu of a traditional bid opening at Borough Hall open to the public, as previously contemplated by the bid specifications, the following procedure will be followed, consistent with LFN 2020-10:

- A. Bids will remain due on or before 11:00 a.m. on Friday, May 15, 2020.
- B. In-person attendance at the bid opening is prohibited due to restrictions on public gatherings during the current State of Emergency.
- C. A Borough employee will be present at the Municipal Building, 12 Mercedes Drive, Montvale, New Jersey, between 9:00 a.m. and 11:00 a.m. on the morning of May 15, 2020, to accept any bids to be hand delivered. Bidders are encouraged, however, to submit their bid documents in advance of the bid opening date.
- D. At the time scheduled for the bid opening, the Borough Administrator will open all bids on a public Zoom conference. Members of the public may access the Zoom meeting starting at 10:45 a.m. on Friday, May 15, 2020. The Zoom conference will be recorded, and the recording will be retained by the Borough and posted on the Borough website, www.Montvale.org. The instructions for the Zoom conference are as follows:

Solid Waste Bid Opening

Join Zoom Meeting

<https://us02web.zoom.us/j/84082648418?pwd=aGxmMmJrYmZGWXdVVK3ZRV2JsS3p0QT09>

Meeting ID: 840 8264 8418

Password: 468494

Phone: 1-929-436-2866

If you dial in, hit *9 to raise your hand.

- E. The Borough Administrator will open and read aloud all bids at that time on the Zoom conference in accordance with standard practice.
- F. Subsequent to the bid opening, the Borough will have all bids scanned and uploaded to the Borough website, www.Montvale.org. A link to the bids will be prominently posted on the Borough website. However, if any bidders need assistance in accessing the documents, they should contact the Borough Administrator at (201) 391-5700 x219.

13. Some discrepancies were discovered in the figures set forth in the Municipal Data Sheets included in Attachment #3.

Enclosed please find a revised Attachment #3 which corrects these errors. This version should replace the document in the original bid specifications. This revised Attachment #3 should be utilized by bidders when determining their bid prices.

14. Some discrepancies were discovered in the projections set forth in the projections included in Attachment #4.

Enclosed please find a revised Attachment #4 which corrects these errors. This version should replace the document in the original bid specifications. Please note that the 180 projected pulls from the Recycling Center have been eliminated and are no longer a component of this contract. The revised Attachment #4 should be utilized by bidders when determining their bid prices.

**Issued By: Maureen Iarossi-Alwan, Borough Administrator
Borough of Montvale
12 Mercedes Drive
Montvale, New Jersey 07645**

Dated: May 1, 2020

Contractor is required to acknowledge receipt of Addendum. Contractor must sign this Addendum below as proof of receipt and return to the Borough of Montvale, attn: Maureen Iarossi-Alwan, Borough Administrator. Failure to do so may result in rejection of bid.

BASE BID: THREE (3) YEAR CONTRACT WITH SINGLE-STREAM RECYCLING COLLECTION

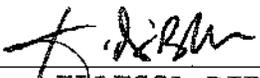
(September 1, 2020 through August 31, 2023)

BASE BID

YEARLY BID PRICES:

YEAR	CURBSIDE COLLECTION (ALL MATERIALS) & DISPOSAL (ALL-INCLUSIVE LUMP SUM)
#1	\$ <u>979,049</u> NINE HUNDRED SEVENTY NINE THOUSAND FOURTY NINE DOLLARS IN WORDS
#2	\$ <u>993,397</u> NINE HUNDRED NINETY THREE THOUSAND THREE HUNDRED NINETY SEVEN DOLLARS IN WORDS
#3	\$ <u>1,017,408</u> ONE MILLION SEVENTEEN THOUSAND FOUR HUNDRED AND EIGHT DOLLARS IN WORDS

Note: All revenue earned from the disposal of recyclable materials is to be retained by the contractor. All costs associated with disposal of recyclable materials is to be borne by the contractor.


Name: ELLESSA DIBELLA
Bidder: STERLING CARTING, INC
Title: VP

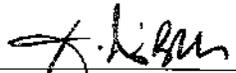
Affix seal if a corporation.

ALTERNATE "A": DURING JUNE, JULY AND AUGUST, SOLID WASTE COLLECTION INCREASED TO TWO (2) TIMES WEEKLY

YEARLY BID PRICES:

YEAR	ADDITIONAL COST FOR ADDING SECOND WEEKLY SOLID WASTE COLLECTION DURING JUNE, JULY AND AUGUST (ALL-INCLUSIVE LUMP SUM)
#1	<p>\$ <u>134,574.00</u></p> <p><u>ONE HUNDRED THIRTY FOUR THOUSAND FIVE HUNDRED SEVENTY FOUR DOLLARS</u> IN WORDS</p>
#2	<p>\$ <u>138,471.00</u></p> <p><u>ONE HUNDRED THIRTY EIGHT THOUSAND FOUR HUNDRED SEVENTY ONE DOLLARS</u> IN WORDS</p>
#3	<p>\$ <u>142,368.00</u></p> <p><u>ONE HUNDRED FOURTY TWO THOUSAND THREE HUNDRED SIXTY EIGHT DOLLARS</u> IN WORDS</p>

NOTE: If Alternate "A" is awarded by the Borough, the above-quoted prices will be added to the first column in the Base Bid, and the combined total shall be used for tabulating bidder's lump sum collection and disposal bid.


 Name: ERIESSA DiBELLA
 Bidder: STERLING CARTING
 Title: VP

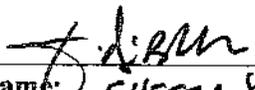
Affix seal if a corporation.

ALTERNATE "B": DURING THE ENTIRE YEAR, COLLECTION OF RECYCLABLE MATERIALS ONE (1) TIME WEEKLY

YEARLY BID PRICES:

YEAR	ADDITIONAL COST FOR CHANGE TO YEARLY RECYCLING COLLECTION ONCE PER WEEK (ALL-INCLUSIVE LUMP SUM)
#1	\$ 150,632.00 <hr/> ONE HUNDRED FIFTY THOUSAND SIX HUNDRED THIRTY TWO DOLLARS IN WORDS
#2	\$ 157,150.00 <hr/> ONE HUNDRED FIFTY SEVEN THOUSAND ONE HUNDRED FIFTY DOLLARS IN WORDS
#3	\$ 163,503.00 <hr/> ONE HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED THREE DOLLARS IN WORDS

NOTE: If Alternate "B" is awarded by the Borough, the above-quoted prices will be added to the first column in the Base Bid (plus the bid for Alternate "A", if awarded), and the combined total shall be used for tabulating bidder's lump sum collection and disposal bid.


 Name: ELESSA SIBELLA
 Bidder: STERLING CARTING
 Title: V.P.

Affix seal if a corporation.

ATTACHMENT #3

BOROUGH OF MONTVALE - MUNICIPAL DATA SHEETS

MUNICIPAL DATA INFORMATION 2017

Solid Waste: 2,996.2 Tons

Single Stream Comingled Recyclables (Glass, Aluminum, Tin, Plastic, Paper & Cardboard): 577.65 Tons

Vegetative Waste (Including Leaves): 972.43 Tons

MUNICIPAL DATA INFORMATION 2018

Solid Waste: 2,844.46 Tons

Single Stream Comingled Recyclables (Glass, Aluminum, Tin, Plastic, Paper & Cardboard): 473.06 Tons

Vegetative Waste (Including Leaves): 922.16 Tons

MUNICIPAL DATA INFORMATION 2019

Solid Waste: 3,138.3 Tons

Single Stream Comingled Recyclables (Glass, Aluminum, Tin, Plastic, Paper & Cardboard): 550.7 Tons

Vegetative Waste (Including Leaves): 834.55 Tons

MONTVALE MUNICIPAL DATA SHEET 2020

TOTAL RESIDENTIAL SOURCES	Units		
Single Family	2128		Curbside Container Size - 32 Gallon Max
Multi-Family	0		
Townhomes/Condominiums	664		Curbside Container - 32 Gallon Max / Dumpster size TBD
OTHER	0		
Total	2792		

MULTI-FAMILY RESIDENTIAL	Units		
Total	0		

CONDOMINIUMS/TOWNHOMES	Units	Type	Container
Rolling Ridge	168	Condos	Dumpsters (supplied by Assoc.)
The Reserve	81	Townhomes	Dumpsters (supplied by Contractor)
Georgetown	16	Condos	Dumpsters (supplied by Contractor)
Bear Brook	33	Townhomes	Curbside Container
Alayna/Katy	37	Townhomes	Curbside Container
Four Seasons	72	Condos	Dumpster (supplied by Contractor)
Olde Woods	22	Townhomes	Curbside Container
Summit Ridge	59	Condos	Curbside Container
The Enclave	20	Townhomes	Curbside Container
Montvale Commons	28	Senior	Dumpster (supplied by Contractor)
Total	664		

INSTITUTIONAL SOURCES	Units		
Schools	2		Municipal Building – 1x8yd MSW serviced 3x/week Municipal Building – 1x6yd RCY serviced 3x/week
Houses of Worship	0		DPW Building – 1x6yd MSW serviced 3x/week
Municipal	4		Fieldstone School – 1x8yd MSW serviced 3x/week Fieldstone School – 1x6yd RCY serviced 3x/week Memorial School – 1x8yd MSW serviced 3x/week Memorial School – 1x6yd RCY serviced 3x/week M.A.L. Building – 1x6yd MSW serviced 3x/week Other Locations – 5x MSW/trash cans and 3x RCY cans Schedule can be modified on off-school weeks but must be coordinated with the DPW Superintendent.
Total	6		

COMMERCIAL SOURCES	Units		Container Size - N/A
Total	0		

ATTACHMENT #4

BOROUGH OF MONTVALE - COLLECTION AND DISPOSAL PROJECTIONS

Projections September 1, 2020 through August 31, 2021

Population: 8,700
Solid Waste: 3,150 Tons
Single Stream Comingled Recyclables: 550 Tons
Vegetative Waste: 900 Tons

Projections September 1, 2021 through August 31, 2022

Population: 9,000
Solid Waste: 3,250 Tons
Single Stream Comingled Recyclables: 575 Tons
Vegetative Waste: 925 Tons

Projections September 1, 2022 through August 31, 2023

Population: 9,300
Solid Waste: 3,350 Tons
Single Stream Comingled Recyclables: 600 Tons
Vegetative Waste: 950 Tons

