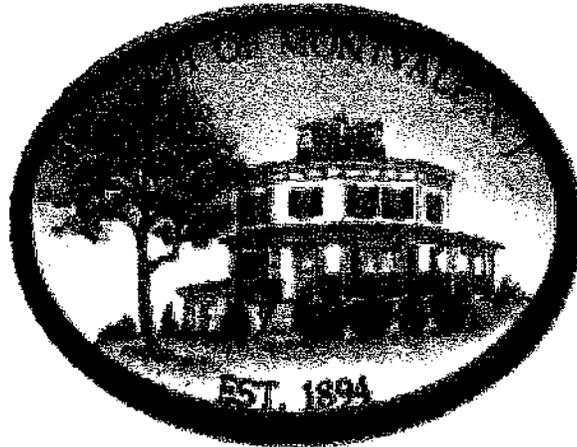


Westphal



BOROUGH OF MONTVALE

BID SPECIFICATIONS FOR:

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

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.

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	\$ 720,000.00 <hr/> Seven Hundred Twenty Thousand + 00/100 IN WORDS
#2	\$ 738,000.00 <hr/> Seven Hundred thirty, eight Thousand + 00/100 IN WORDS
#3	\$ 756,000.00 <hr/> Seven Hundred fifty Six thousand + 00/100 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.

Westphal Waste Services inc

Affix seal if a corporation.

Name: Michael Westphal
Bidder:
Title: President

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>\$ 70,000.00</p> <hr/> <p>Seventy thousand + 00/100</p> <p>IN WORDS</p>
#2	<p>\$ 70,000.00</p> <hr/> <p>Seventy thousand + 00/100</p> <p>IN WORDS</p>
#3	<p>\$ 75,000.00</p> <hr/> <p>Seventy five thousand + 00/100</p> <p>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.

Westphal Waste Services inc Affix seal if a corporation.
Name: Michael Westphal
Bidder:
Title: Pies.

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	<p>\$ 93,000.00</p> <hr/> <p>ninty three thousand + 00/100</p> <p>IN WORDS</p>
#2	<p>\$ 95,000.00</p> <hr/> <p>ninty five thousand + 00/100</p> <p>IN WORDS</p>
#3	<p>\$ 97,000.00</p> <hr/> <p>ninty seven thousand + 00/100</p> <p>IN WORDS</p>

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.

Westphal Waste Services Inc

Affix seal if a corporation.

Name: Michael Westphal

Bidder: President

Title: President

PER-UNIT PRICE FOR ADDITIONAL UNITS

Contractor is to provide price per unit (single family, condominium, and/or townhouse) for collection and disposal 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 DISPOSAL ONE (1) TIME WEEKLY:

Thirty (Unit Price in Words) \$ 30.00 (Per Unit)

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

fifteen (Unit Price in Words) \$ 15.00 (Per Unit)

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

fifteen (Unit Price in Words) \$ 15.00 (Per Unit)

Westphal Waste Services inc
Name:
Bidder: Michael Westphal
Title: President

Affix seal if a corporation.

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.

Westphal Waste Services Inc
Name of Firm or Individual

Pres
Title

[Signature]
Signature

5-15-2020
Date

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

Name Westphal Waste Services inc.

Complete Address Street: 14 Jay st Norwood NT 07648
Mailing: PO Box 123 Norwood NT 07848

Telephone Number 201-784-2222

Certificate Number CF200010050 SW2177 Date 5-15-2020
issue 1-30-2014

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

See Attached

This Certificate is
Non-Transferable



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

Department of Environmental Protection
Solid & Hazardous Waste Management
Bureau of Transfer Stations & Recycling Facilities
401 East State Street
Mail Code 401-02C
Trenton, New Jersey 08625

BOB MARTIN
Commissioner

CERTIFICATE
OF
PUBLIC CONVENIENCE AND NECESSITY

HEREBY ISSUED TO: WESTPHAL WASTE SERVICES, INC.

STREET ADDRESS

14 JAY STREET
NORWOOD, NEW JERSEY 07648

MAILING ADDRESS

P.O. BOX 123
NORWOOD, NEW JERSEY 07648

SW NUMBER: 2177
(FORMERLY AMPCO REMOVAL SERVICE, INC.)

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

The authority granted shall not exceed that requested in Docket No. CF200010050

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

NAME CHANGE

CF200010050

SW2177

1/28/2014

Date of Issue: 1/30/2014

Anthony Fontana
Anthony Fontana, Bureau Chief
Solid & Hazardous Waste Management



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

ENVIRONMENTAL MANAGEMENT

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

CHRIS CHRISTIE
GOVERNOR

BOB MARTIN
COMMISSIONER

KIM GUADAGNO
LT. GOVERNOR

NOV 22 2013

Westphal Waste Services, Inc.
PO Box 123
Norwood, NJ 07648

RE: Solid Waste Transporter License

Dear Applicants:

The investigative report from the Attorney General required under N.J.S.A. 13:1E-126 et seq. was received by the Department of Environmental Protection (the Department). Based on the Department's review of the aforementioned investigative report, a solid waste transporter license was issued on September 1, 2000 to: Ampco Removal, Inc. and reissued on April 15, 2002 to Ampco Removal Service, Inc. DBA Ippolito Container Service.

A Certificate of Amendment was filed with the New Jersey State Treasurer on August 15, 2012 for Westphal Waste Services, Inc. to effectively replace Ampco Removal Service, Inc. Therefore, the aforementioned Solid Waste Transporter License is reissued in the name of:

WESTPHAL WASTE SERVICES, INC.

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

This license and authority 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.

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

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

Sincerely,

Deborah Pinto, Chief
Economic Regulation & Licensing

Enclosure

c: Raghu Murthy, DAG
Lt. Joseph McNally, NJSP
Suzanne Conway, NJDEP, SWUCA
Robert Gomez, NJDEP, TOU
003637 - PI 542941

Westphal Waste Services, Inc.

Conditions of Solid Waste License: Official Company Name

The State of New Jersey, Division of Commercial Recordings database indicates that this company is registered as Westphal Waste Services, Inc. (commercial record number: 0100795338), which is the official company name licensed as a solid waste transporter in New Jersey. Therefore, you are required to conduct all solid waste business activities and operations under the registered and licensed name of: Westphal Waste Services, Inc., including, but not limited to, billing and invoices, insurance, and all state and federal identification numbers and registrations.

Condition of Solid Waste License: Prohibition of Sale of License pursuant to N.J.S.A. 13:1E-126 et seq. N.J.A.C. 7:26-16.6 and N.J.A.C. 7:26H-1.9

Regardless of whether a licensee obtains or has obtained a certificate of public convenience and necessity, should the licensee fail to own or lease any solid waste vehicle registered with the Department capable of collecting and transporting solid waste from a generator, transfer station, or other source of waste to a solid waste facility; or have no customers, or only a nominal customer list, or reasonable substitute therefore, sale of more than 50% of the equity of the licensee shall not be consummated, and no such sale will be approved by the Department pursuant to the provisions of N.J.S.A. 13:1E-126 et seq., N.J.A.C. 7:26-16.6, N.J.S.A. 48:13A-1 et seq., and N.J.A.C. 7:26H-1.1 et seq. without the submission of administratively complete disclosure forms, with fingerprints, of all proposed new owners, directors, partners, officers or key employees, to the Attorney General, and A-901 approval of all proposed new owners, directors, partners, officers or key employees.

Condition and Notice to Licensee: Key Employee Disclosures

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

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

AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF Bergen } SS:

"SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE"

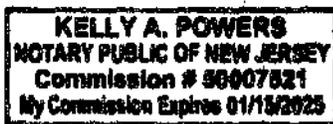
I, Mike Westphal, am the (OWNER, PARTNER, **PRESIDENT** OR CORPORATE OFFICER) of Westphal Waste Services Inc., and being duly sworn, I depose and say:

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 Westphal Waste Services the contract for solid waste collection [and recycling] services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the *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>Westphal Waste Services Inc.</u>	<u>Pres</u>
Name of Firm or Individual	Title
<u>[Signature]</u>	<u>5-15-2020</u>
Signature	Date

Subscribed and sworn to before me this

15th day of May 2020.
[Signature]
Notary Public of _____
My Commission expires _____, 20 .



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

QUESTIONNAIRE

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

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.

QUESTIONNAIRE

This questionnaire must be filled out and submitted with 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.

1. How many years has the bidder been in business as a contractor under your present name?
8 Years. The business was incorporated in 1999 by Steven and Rick Ippolito under Ampco Removal Inc. It was then purchased by Michael Westphal on October 1, 2009. **see attached name change document**

2. List any other names under which the bidder, its partners or officers has conducted business in the past five (5) years.
N/A

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.
No

4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Mayor and Council in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
No

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

Borough of Oradell	
January 1, 2020 - three year contract	\$1,430,000.00
Option yr 1 \$493,000.00 - Option yr 2- \$	505,000.00
Borough of Westwood	
January 1, 2020 - December 31, 2024	\$ 2,205,000.00

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

1.) TD Bank

1100 Lake Street Ramsey, NJ 07446

Mike Sullo

2. 1st Source Bank

Rochelle Drive Kendall Park, NJ 08824

Sean Brady: 732-422-0475

3. Industrial Finance

188 Lafayette Ave Hawthorne, NJ 07506

Jimmy Francesco: 973-304-2050

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.

See Attached.

14. Additional remarks.

See Attached

C-102A Rev 12/93

New Jersey Division of Revenue

CGN



Certificate of Amendment to the Certificate of Incorporation
(For Use by Domestic Profit Corporations)

Pursuant to the provisions of Section 14A:9-2 (4) and Section 14A:9-4 (3), Corporations, General, of the New Jersey Statutes, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

0100795338

- 1. The name of the corporation is: Ampto Removal, Inc.
- 2. The following amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by the shareholders of the corporation on the 23rd day of May, 2012.

Resolved, that Article First of the Certificate of Incorporation be amended to read as follows:

Westphal Waste Services, Inc.

- 3. The number of shares outstanding at the time of the adoption of the amendment was: 100

The total number of shares entitled to vote thereon was: 100

If the shares of any class or series of shares are entitled to vote thereon as a class, set forth below the designation and number of outstanding shares entitled to vote thereon of each such class or series. (Omit if not applicable).

- 4. The number of shares voting for and against such amendment is as follows: (If the shares of any class or series are entitled to vote as a class, set forth the number of shares of each such class and series voting for and against the amendment, respectively).

<u>Number of Shares Voting for Amendment</u>	<u>Number of Shares Voting Against Amendment</u>
100	0

- 5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, set forth a statement of the manner in which the same shall be effected. Not Applicable.
- 6. Other provisions: Not Applicable

BY: Michael Westphal
Michael Westphal, President

Dated this 23rd day of May, 2012

May be executed by the Chairman of the Board, or the President, or a Vice President of the Corporation

2521029
11/11/2011

#2	#16	#23	#30
2003 Mack	2010 Hino	2019 Mack	2019 Mack Packer
AG996F	AT688G	AU495U	AW548K
1M2AG11C43M003801	5PVNV8JV5A4S51638	1M2GR4GC9KM009430	1M2TE2GC2KM002222
Roll Off	Roll Off	Roll Off	Roll Off
17 Years	10 Years	1 Year	1 Year
Good	Good	Excellent	Excellent
#7	#17	#24	#31
2005 Mack	2017 Mack	2019 Mack	2007 Mack
AU784Z	AT920P	AW547K	
1M2AG11C15M023359	1M2AX07C8HM036678	1M2GR4GC0KM008733	1M2K195C87M034974
Roll Off	Roll Off	Packer 32yd Body	Roll Off
15 Years	3 Years	0 Years "New"	
Good	Good	Excellent	Good
#8	#18	#25 Service Trk	
2014 Mack	2006 Peterbilt -packer	2012 Ford F350	
AU769P	AU167T	XHHA86	
1M2AX07C5EM019722	1NPZL00X36D716459	1FTRF3BT8CED20169	
Roll Off	Packer 31yd Body	Service Truck	
6 Years	14 Years	7 Years	
Good	Good	Good	
#11	#19	#26	
2007 Mack	2006 Peterbilt -packer	1997 Mack - packer	
AT994Y	XFGK52	AW391J	
1M2AG11C17M052945	1NPZL00X26D716789	1M2K195C1VM009945	
Roll Off	Packer 32yd Body	Packer 31yd Body	
12 Years	14 Years	21 Years	
Good	Good	Good	
#12	#20	#27	
2005 Western Star	1998 Mack -packer	2019 Mack	
AS447G	AW815D	AW304A	
5KKHAED55PV26639	1M2K195C4WM010668	1M2GR4GC7KM008843	
Roll Off	Roll Off	Roll Off	
15 Years	21 Years	2 Years	
Good	Good	Excellent	
#14	#21	#28	
2016 Mack (automatic)	2018 Mack	2020 Mack	
AS351T	AU132F	AW755G	
1M2AX07C6GM025046	1M2AX07CXIM040477	1M2GR4GC8LM014135	
Roll Off	Roll Off	Roll Off	
4 Years	2 Years	2 Years	
Good	Good	Excellent	
#15	#22	#29	
2016 Mack	2003 Mack	1997 Mack	
AS845Z	AU812J	AW392J	
1M2AX07C0GM031991	1M2AG11C23M004865	1M2K195C0VM010004	
Roll Off	Roll Off	Packer 32yd Body	
4 Years	16 Years	21 Years	
Good	Good	Good	

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
Michael Westphal	770 Blanch ave Norwood NJ 07648
Christina Westphal	770 Blanch ave Norwood NJ 07648

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 *[Handwritten Signature]*

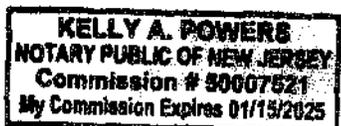
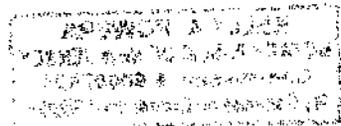
Name/Title Michael Westphal Pres.

Subscribed and sworn to before me this

15th day of May 2020.

[Handwritten Signature]
Notary Public of
My Commission expires _____, 20__.

Seal:



6.6 NON-COLLUSION AFFIDAVIT

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

"SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE"

I Michael Westphal, of the City of Norwood in the State (Commonwealth) of New Jersey, being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of Westphal Waste Services the bidder submitting the Bid Proposal for the above-named project, in the capacity of President 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 Montvale 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 Westphal Waste Services, Inc.

(Name of Bidder)

Michael Westphal
Name of Firm or Individual

Pres
Title

[Signature]
Signature

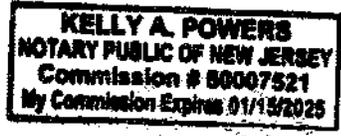
5-15-2020
Date

Subscribed and sworn to before me this

15th day of May 2020.

[Signature]
Notary Public of _____

My Commission expires _____, 20__.



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 Westphal Waste Services, 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 11th day of May, 2020.

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

By

Attest: Carol M. Spina

NGM Insurance Company, 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, 2019 (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

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
NGM Insurance Company	\$5,250,000	\$615,394,368

- 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:

<u>Surety Company</u>	<u>Limitations</u>
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:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

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.17:51B-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.

Timothy J. Wagner
(Signature of certifying agent/officer)

Timothy J. Wagner
(Print name of certifying agent/officer)

Date: 05/11/2020

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 officer 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.

Lisa K. Penton



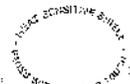
I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 11th day of May, 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: 14708

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.....\$ 1,547,809,940	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.....565,657,407
Real Estate.....3,928,649	Reserve for Other Underwriting Expenses.....38,757,824
Cash in Office and Banks.....(14,067,315)	Reserve for Taxes, Licenses, and Fees.....11,036,108
Short Term Investments.....8,937,199	Loss Drafts In Transit.....0
Agent's Balance (Less than 90 Days).....284,647,655	Other Liabilities.....56,313,218
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

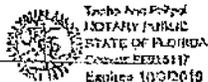
I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

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 a 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

John B. [Signature]



B. R. Fox [Signature]
 Bruce R. Fox
 Senior Vice President, General Counsel & Secretary



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 Michael Westphal of
[COMPANY NAME]

Westphal Waste Services Inc.

Po Box 123 Norwood NJ 07648 (Mailing)

[COMPLETE ADDRESS]

19 Jay St Norwood NJ 07648 (Physical)

[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.

Westphal Waste Services Inc.

Name: Michael Westphal

Bidder:

Title: Pres.

Affix seal if a corporation.

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)

6.8.1

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).

Westphal Waste Services Inc

Name: Michael Westphal
Bidder:
Title: Pres

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.

Affix seal if a corporation.

Name: _____

Bidder: _____

Title: _____

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 Bergen } SS:

“SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE”

I, Mike Westphal, am the (OWNER, PARTNER, PRESIDENT OR CORPORATE OFFICER) of the President + Westphal Waste Services, 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 *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 container herein shall be cause for breach of contract and will entitle the *Borough of Montvale* to damages arising therefrom.

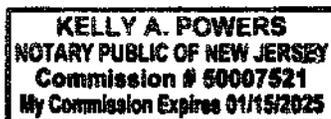
Mike Westphal Westphal Waste Services Pres
Name of Firm or Individual Title

[Signature] 5-15-20
Signature Date

Subscribed and sworn to before me this

15th day of May 2020.

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



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:
Bidder:
Title:

Affix seal if a corporation.

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: 2,996.2 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
Total	6		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.

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

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

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.

Azalea 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	Innen 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
Hillcrest 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
Bauveit 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
Hartei 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
Belnay 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	Niklerain 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
Geinaw Lane	Sunnyside Drive
Greenbriar Lane	Terkuile 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 Services

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 Iarossi-Alwan, Borough Administrator
Borough of Montvale
12 Mercedes Drive
Montvale, New Jersey 07645

Dated: 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 Iarossi-Alwan, Borough Administrator. Failure to do so may result in rejection of bid.

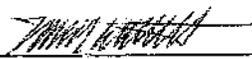
**ACKNOWLEDGEMENT OF ADDENDUM #1 –
CANCELLATION OF PRE-BID MEETING**
Borough of Montvale, New Jersey

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

I hereby acknowledge receipt of Addendum #1.

Westphal Waste Services inc.
Name of Bidder

Michael Westphal President
Name and Title of Person Signing this Acknowledgement

 4-15-2020
SIGNATURE DATE

Cancellation

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 Larossi-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=aGxmMmJrbmZGWXdVK3ZRV2JsS3p0QT09>

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.

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

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

I hereby acknowledge receipt of Addendum #2.

Westphal Waste Services inc.
Name of Bidder

Michael Westphal President
Name and Title of Person Signing this Acknowledgement


SIGNATURE

5-1-2020
DATE

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Westphal Waste Services Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 123	Requester's name and address (optional)
6 City, state, and ZIP code Norwood, NJ 07648	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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22													

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 11/26/18
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
ENVIRONMENTAL MANAGEMENT

401 E. BIRCH STREET
2ND FLOOR, NEW YORK
MADISON, NJ 07041-0702
TELEPHONE: (908)23-8000

BOB MARTIN
Commissioner

CHRIS CERISTE
Governor

KIM GUADAGNOLI
Lt. Governor

NOV 22 2013

Westphal Waste Services, Inc.
PO Box 123
Norwood, NJ 07648

RE: Solid Waste Transporter License

Dear Applicant:

The investigative report from the Attorney General required under N.J.S.A. 13:1E-126 *et seq.* was received by the Department of Environmental Protection (the Department). Based on the Department's review of the aforementioned investigative report, a solid waste transporter license was issued on September 1, 2000 to Ampco Removal, Inc. and renewed on April 15, 2002 to Ampco Removal Service, Inc. DBA Bypollo Cusher Service.

A Certificate of Amendment was filed with the New Jersey State Treasurer on August 15, 2012 for Westphal Waste Services, Inc. to effectively replace Ampco Removal Service, Inc. Therefore, the aforementioned Solid Waste Transporter License is renewed in the name of:

WESTPHAL WASTE SERVICES, INC.

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

This license and authority 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.

Prior to commencing solid waste business operations you are required to update your Certificate of Public Convenience and Necessity (CPCN). Questions regarding the CPCN should be directed to (609) 633-1369.

Please be advised that you are required to notify the NJDRP Vehicle Registration Unit of this name change. You should contact them directly at (609) 292-7061.

Sincerely,

Bob Martin

Deborah Pinto, Chief
Economic Regulation & Licensing

Enclosure
cc: Raquel Marley, DAG
Lt. Joseph McNelly, NJSP
Suzanne Conway, NJDRP, SWUCA
Robert Gomez, NJDRP, TOU
003637 - PI 542941

to be placed on a "Non-reporting Basis". To be placed on a "Non-reporting Basis" you must complete Form ST-6205.
This form can be obtained by downloading it at
http://www.nj.gov/treasury/taxation/pdf/other_forms/sales/cb20501.pdf or by calling (609) 292-8292.

This Certificate of Authority (CA-1) must be displayed at your place of business.

STATE OF NEW JERSEY Certificate of Authority		DIVISION OF TAXATION TRENTON, N.J. 08646
The person, partnership or corporation named below is hereby authorized to collect: NEW JERSEY SALES & USE TAX		
pursuant to N.J.S.A. 54:32B-1 ET SEQ.		
This authorization is good ONLY for the named person at the location specified herein. This authorization is null and void if any change of ownership or address is effected.		
Acting Director, Division of Taxation		
WESTPHAL WASTE SERVICES, INC. 14 JAY STREET NORWOOD NJ 07648	Tax Registration No.: XXX-XXX-366/000	
	Tax Effective Date: 01-01-01	
	Document Locator No. 80000888655	
	Date Issued: 03-01-17	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		



Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: WESTPHAL WASTE SERVICES, INC.	TRADE NAME:	
ADDRESS: 14 JAY STREET NORWOOD NJ 07648	SEQUENCE NUMBER: 0766128	
EFFECTIVE DATE: 09/29/00	ISSUANCE DATE: 03/04/17	
		 Director New Jersey Division of Revenue

Certificate Number
685856

Registration Date: 03/10/2018
Expiration Date: 03/09/2020



State of New Jersey

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

Public Works Contractor Registration Act

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

Westphal Waste Services, Inc.
2018

Responsible Representative(s):
Michael Westphal, President

Responsible Representative(s):
Christina Westphal, Vice-President

Handwritten signature of Robert Asaro-Angelo.

Robert Asaro-Angelo, Acting Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: WESTPHAL WASTE SERVICES, INC.

Trade Name:

Address: 14 JAY STREET
NORWOOD, NJ 07648

Certificate Number: 0766128

Effective Date: September 29, 2000

Date of Issuance: May 13, 2020

For Office Use Only:

20200513132142969



**Department of the Treasury
Internal Revenue Service
Cincinnati, OH 45999**

**In reply refer to: 0241630847
Oct 20, 2014 LTR 147C
22-3751366**

**WESTPHAL WASTE SERVICES INC
AMFCO REMOVAL
PO BOX 123
NORWOOD NJ 07648-0123 234**

Taxpayer Identification Number: 22-3751366

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of October 20th, 2014.

Your Employer Identification Number (EIN) is 22-3751366. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

**Mr Schalk
1000196496
Customer Service Representative**