RESOLUTION 207-15

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND GOLD MEDAL ENVIRONMENTAL

OF NJ, INC.

WHEREAS, the Borough of Clayton has agreed to enter into an Agreement for

Solid Waste and Recycling Collection Service with Gold Medal Environmental of NJ.

Inc. for one (1) year with the option to renew up to four (4) additional years, awarded

annually and renewed annually;

Now, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the

Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the attached Agreement

between the Borough of Clayton and Gold Medal Environmental of NJ, Inc.

2. That the Mayor be and is hereby authorized to execute said contract on

behalf of the Borough of Clayton.

ADOPTED, at a regular meeting of the Mayor and Council of the Borough of

Clayton held on November 12, 2015.

BOROUGH OF CLAYTON

THOMAS BIANCO, Mayor

Attest:

CHRISTINE NEWCOMB, Borough Clerk

CERTIFICATION

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, November 12, 2015.

CHRISTINE NEWCOMB, Borough Clerk

BOROUGH OF CLAYTON UNIFORM BID SPECIFICATIONS

SOLID WASTE AND RECYCLING COLLECTION SERVICE

Division of Solid and Hazardous Waste
Compliance and Enforcement
Office of Local Environmental Management
Mail Code 09-01A
P.O. Box 420
Trenton, New Jersey 08625-0420
Telephone (609) 984-2080
Fax (609) 984-6874

NOTICE!!

For

New Jersey Municipalities that Contract for Solid Waste Collection Services

And

Solid Waste Collection Utilities that Bid on Residential Collection Contracts

Uniform Bid Specifications for Solid Waste Collection Contracts

N.J.A.C. 7:26H-6.6(a) and Appendix A; N.J.A.C. 17:27 N.J.S.A. 13:1E-1 et seq.; N.J.S.A. 48:13A-1 et seq.; N.J.S.A. 40A:11 et seq. N.J.S.A. 10:5-31 et seq. (P.L. 1975,c.127)

The above-referenced solid waste utility regulations and New Jersey Statutes state that in addition to the Department of Environmental Protection's solid waste utility regulations, a solid waste collection company shall be familiar with and comply with all applicable local, state and Federal laws and regulations in connection with submitting a bid proposal and performing a municipal solid waste collection contract. Therefore, please be advised that recent changes in state law have altered several requirements related to the municipal solid waste collection bid specifications, which is Appendix A of the utility regulations (N.J.A.C. 7:26H).

The Affirmative Action Compliance Notice has been changed. This affects section 4.5 <u>AFFIRMATIVE</u>
 <u>ACTION REQUIREMENTS</u> of Appendix A of the municipal solid waste collection contract bid
 specifications.

A successful bidder must submit to the public agency, one of the following three (3) documents:

- a. A photocopy of a *valid letter* identifying that the contractor is operating under an existing Federally approved or sanctioned affirmative action program, OR
- b. A photocopy of a *Certificate* of Employment Information Report approval issued in accordance with N.J.A.C. 17:27-4, OR
- c. A photocopy of an Employee Information Report (*Form AA302*) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.
- 2. The Mandatory Affirmative Action Language For Goods and Services (Including Professional Services) Contracts has changed. This affects Attachment #1 of the municipal solid waste collection contract bid specifications.
 - a. The entire text of the Mandatory Affirmative Action Language For Goods and Services (Including Professional Services) Contracts can also be found at http://www.nj.gov/dca/lgs/lpcl/yellowbook/yelbook_sec_c_vii-a-1.doc

- 3. Contractors are now also required to comply with all the rules and regulations associated with the Americans with Disabilities Act of 1990.
 - a. This document can also be found at http://www.nj.gov/dca/lgs/lpcl/yellowbook/yelbook_sec_c_vii-b.doc
 - b. The Act requires bid specifications and contracts to contain the language of the Act. No submission is necessary.
- 4. A new form that shall be submitted as part of the bid is a Business Registration Certificate (BRC), which is issued by the Division of Revenue in the Department of the Treasury.
- a. Detailed information on this requirement can be found at the Division of Local Government Services web site http://www.nj.gov/dca/lgs/lpcl/index.shtml#BusinessRegistration

If you have any questions concerning the changes and additions to the municipal solid waste collection contract bid specifications, please contact the State Division of Local Government Services at (609) 292-7842. Questions concerning Affirmative Action requirements can be resolved by contracting the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts at (609) 292-5473.

Sincerely,

Michael DeTalvo, Supervisor Economic Regulation Unit

Note to users:

The form to be used follows. It is divided into seven sections: 1. Instructions to bidders; 2. Definitions; 3. Bid submission requirements; 4. Award of Contract; 5. Work specifications; 6. Bidding documents; and 7. Contract documents. It also includes a cover page and two attachments: 1. Mandatory affirmative action contract language; and 2. Form for providing municipal specific data.

For your convenience a table of contents for the uniform bid specifications follows. It should not be included in the bid package given to prospective bidders.

APPENDIX A TABLE OF CONTENTS

1.	INSTRUCTIONS TO BIDDERS
1.1	The bid
1.2	Changes to the bid specifications
1.3	Bid opening
1.4	Documents to be submitted
2.	DEFINITIONS
3.	BID SUBMISSION REQUIREMENTS
3.1	Bid proposal
3.2	Bid guarantees
3.3	Exceptions to the bid specifications
3.4	"Or equal" substitutions
3.5	Compliance
3.6	Conflict of Interest and Non-Collusion
3.7	No Assignment of bid
4.	AWARD OF CONTRACT
4.1	Generally
4.2	Notice and execution of contract
4.3	Responsible bidder
4.4	Performance bond
4.5	Affirmative action requirements
4.6	Vehicle dedication affidavit
4.7	Errors in price calculation
5.	WORK SPECIFICATIONS
5.1	Statement of Work
5.2	Expanded Statement of Work
5.3	Collection options
5.4	Containers

5.5	Collection schedule			
5.6	Solid waste disposal			
5.7	Vehicles and equipment			
5.8	Name on vehicles			
5.9	Telephone facilities and equipment			
5.10	Failure to collect			
5.11	Complaints			
5.12	Solicitation of gratuities			
5.13	Invoices and payment procedure			
5.14	Competence of employee			
5.15	Supervision of employees			
5.16	Insurance requirements			
5.17	Certificates			
5.18	Indemnification			
6.	BIDDING DOCUMENTS			
6.1	Bidding documents checklist			
6.1.1.				
	Letter Issued in Conformance with N.J.S.A. 13:1E-126.			
6.1.2.	Statement of bidder's qualifications and experience			
6.1.3.	Bid guaranty (not included)			
6.1.4.	Stockholder statement of ownership (not included)			
6.1.5.	Non-collusion affidavit			
6.1.6	Consent of surety (not included)			
6.1.7	Proposal			
6.2	Options/Proposals			
6.2.1	Option/Proposal #1 – Curbside Trash Collection			
6.2.2.	Option/Proposal #2 – Curbside Single Stream Recycling Collection – Borough Owns the Recyclables			
6.2.3.	Option/Proposal #2 - Curbside Single Stream Recycling Collection - Contractor Owns the Recyclables			
6.2.4.	Option/Proposal #4 – Dumpsters			
7.	CONTRACT DOCUMENTS			
7.1	Contract (not included)			
7.2	Performance bond (not included)			
7.3	Vehicle dedication affidavit			
7.4	Certificate of insurance (not included)			
7.5	Affirmative action affidavit			
Attachm	ent #1 Procurement and Service Contract - Mandatory Language			
Attachm	ent #2 Americans With Disabilities Act Of 1990			

Attachment #3 Municipal Data

APPENDIX A

- Appendix A: Wording of the Uniform Bid Specifications

 (a) The requirements concerning the wording of the uniform bid specifications are as follows:
- 1. All requests for bid proposals for municipal solid waste collection services shall conform to the form contained herein, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted; and
- 2. The forms provided are mandatory; all other forms shall be provided by the Borough of Clayton in accordance with the provisions of this subchapter.

Borough of Clayton UNIFORM BID SPECIFICATIONS

SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION SERVICE

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Clayton is soliciting bid proposals from solid waste collectors interested in providing solid waste and recycling collection and disposal services for an initial contract period of one (1) year with the option to renew up to 4 additional years, awarded annually and renewed annually to initially commence on January 1, 2016 and ending on December 31, 2016 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 five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the South Jersey Times and in the Courier Post.

1.3 PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on August 26, 2015 at 10:00 AM at the Borough of Clayton Municipal Building located at 125 N. Delsea Drive, Clayton, NJ 08312.

1.4 BID OPENING

All bid proposals will be publicly opened and read by the Municipal Clerk at October 15, 2015. Bids must be delivered by hand or by mail to the Borough Clerk no later than 10:30 AM. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.5 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. Questionnaire setting forth experience and qualifications;
- 3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Borough of Clayton;
 - Non-collusion affidavit;
 - Stockholder statement of ownership;
 - 6. Affirmative Action Affidavit;
 - 7. Vehicle Affidavit;
 - 8. Business Registration and W-9;
 - 9. Certificate of surety;
 - 10. Bid Proposal.

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

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 Borough of Clayton, ensuring that the successful bidder will enter into a contract.
- * "Bid specifications" means all documents requesting bid proposals for municipal solid waste and recycling 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 and names the Borough of Clayton as an additional insured.
 - * "Collection site" means the location of waste and recycling containers on collection day.
- * "Collection source" means a generator of designated collected solid waste and recycling 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 Borough Administrator the person authorized by the Borough of Clayton to procure and administer contracts for solid waste collection services. The Contract Administrator, concurrent with the Mayor and Council, shall exercise oversight, administrative control and enforcement authority in the implementation of this Contract. Where there is a question relating to the authority or actions of the Contract Administrator, it shall be resolved by the Mayor and Council.
- * "Contracting Unit" (Borough of Clayton) means a municipality or any board, commission, committee, council, 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 Single Stream Recyclables as follows:

Co-mingled Materials and Co-mingled Paper:

- Aluminum, steel, tin, and bi-metal containers and aluminum foil. Labels may be left on.
- Glass bottles, jars, and jugs. Rings, caps, and labels may be left on. This shall not include cookware, windows, or mirror glass.
- Plastic bottles, jars, and jugs #1-#7. Labels and lids may be left on.
- All uncontaminated, corrugated cardboard, boxes, and panels, newspaper, magazines, books (hard and soft covered), junk mail, chipboard, computer paper, office paper, copier paper, school paper, etc.
- * "Designated collected solid waste" means solid waste types Waste Types = 9,10, 13, 13C, 23.

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 Gloucester County Solid Waste Management Plan approved for use by the Borough of Clayton as follows:

Landfill

Gloucester County Improvement Authority Solid Waste Complex 503 Monroeville Road Swedesboro, NJ 08085

Incinerator

Wheelabrator – Gloucester County 600 Crown Point Road Westville, NJ 08093

- * "Governing body" means the governing body of the municipality (Clayton), 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:

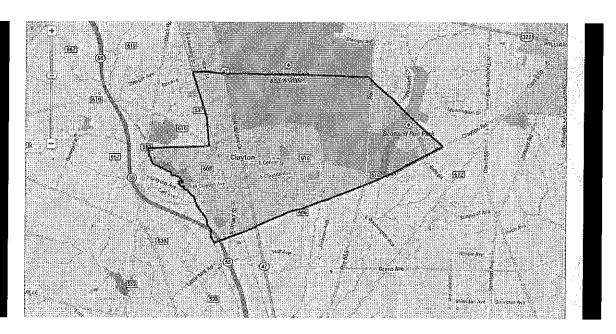
Gloucester County Improvement Authority Holidays: New Year's Day, Martin Luther King's Birthday, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Election Day, Thanksgiving Day, Christmas Eve (.5 day) and Christmas Day.

Wheelabrator Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- * "Law" shall include "in accordance with law" and "in compliance with law" and other words, phrases, and clauses of similar import, and shall mean and include as judicially interpreted: The State Sanitary Code of New Jersey; The Constitution of the State of New Jersey; the Charter and Code or Ordinances of the Borough of Clayton; Statutes and Codes of the State of New Jersey; and codes, regulations, directives, orders, and mandates having the effect of law enacted by any Federal, State or County Department, Board, Agency, Commission, or political subdivision of the foregoing, where applicable to the collection, removal, or disposal of solid waste or recyclables, the Contract, or Specifications.
 - * "Legal newspaper" means the The South Jersey Times and the Courier Post.
- * "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 service area is all public roads, highways, avenues, streets, lanes, boulevards, and public places, whether dedicated or not, with the limits of the Borough of Clayton. The Borough is approximately 7.1 square miles and borders Glassboro, Franklin Township, Elk Township,



* "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 Clayton in the advertisement for bids.
 - C. Each bidder shall sign, where applicable, all bid submissions as follows:

- 1. For a corporation, by a principal executive officer;
- 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
- 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in sections 1 and 2 above; and
- b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. The bid proposal contains option bids. The Governing Body of the Borough of Clayton may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen proposals/options, is the lowest provided, however, the Governing Body of the Borough of Clayton shall not award the contract based on the bid price for separate options.
- E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2. BID GUARANTEES

A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Clayton in the amount of 10% of the highest aggregate One (1) year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Borough of Clayton.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Governing Body of the Borough of Clayton.

3.4. "OR EQUAL" SUBSTITUTION

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 Governing Body of the Borough of Clayton.

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 Borough of Clayton 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 Clayton 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 Governing Body of the Borough of Clayton 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 Borough of Clayton, be held for consideration for such longer period as may be agreed. All bidders will be notified of the decision of the Governing Body of the Borough of Clayton, in writing, by certified

mail.

- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.
- C. The Governing Body of the Borough of Clayton reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Governing Body of the Borough of Clayton rejects all bids, the Borough of Clayton 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 30 days of the award of the contract, the Borough of Clayton 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 Clayton to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Borough of Clayton shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1 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 at the same time that the fully executed contract is submitted.
- B. Failure to provide the required one year performance bond at the time and place specified by the Borough of Clayton 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 Clayton may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.

- C. For a five (5) year contract, the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond at the same time that the fully executed contract is submitted. The performance bond for each succeeding year shall be delivered to the Borough of Clayton with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond. The Bond shall be delivered to the Borough Clerk at 125 N. Delsea Drive, Clayton, NJ 08312.
- D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Governing Body of the Borough of Clayton to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough of Clayton 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 Governing Body's intent to award any contract the contractor must submit one of the following to the Borough of Clayton:
- If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photo copy of its letter of approval.
- 2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy of the certificate.
- 3. If the Contractor has none of the above, the Borough of Clayton 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 Clayton 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 Clayton 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 Clayton 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 Governing Body of the Borough of Clayton may not award a contract until all tabulations are complete.

4.8 EMPLOYEE WAGE REPORTING REQUIREMENT

Employee wage reporting: The contractor and any subcontractor thereof engaged under a contract pursuant to this specification 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 fop 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 Clayton, 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 hour ly 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 from satisfactory to the commissioner, to the Borough of Clayton 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 Administrator of the Borough of Clayton.

By entering into a contract, the contractor acknowledges the provisions of N.I.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 or subcontractor's wages and any penalties that may result from failure to comply.

5. WORK SPECIFICATIONS

5.1. GENERAL STATEMENT OF WORK

The Contractor shall provide service for each Proposal/Option awarded by the Governing Body of the Borough of Clayton. The Governing Body shall select the collection proposal for the initial contract of one (1) year, and may be annually renewable for up to four (4) additional calendar years as specified in the Proposal/Options.

The Borough is seeking to contract with a contractor who will perform curbside trash collection and single-stream recycling collection.

The Contractor shall provide collection, removal, and disposal from within the territorial and geographical boundaries of the Borough of Clayton.

Solid waste and recycling shall be collected once per week from all households and businesses within the Borough of Clayton (trash and recycling collection are to be done on the same day for each unit). Solid waste and recycling shall be collected from the dumpsters as noted in 5.4 on a weekly basis.

5.2 EXPANDED STATEMENT OF WORK

5.1.a. Collection Limits:

There is no limit to collection of recyclables. Trash is limited to four (4) up to 39 gallon trash containers or the equivalent thereof. Each container shall not exceed 50 lbs. This limit does not apply to those dumpsters specified in 5.4.

5.1.b. Collection Sites:

All materials shall be placed for collection along the curb in front of each building/unit (except dumpsters as noted in 5.4). All trash containers shall be fully emptied and replaced back to the locations from which they are retrieved in an upright position.

5.1.c. Collection Reports:

The contractor shall compile and provide a copy of all trash and single stream recyclables (lbs./tonnage) collected for each's day's collection in accordance with the delivery of the weight tickets. This cumulative report is due by the 15th of the month following the collection month.

5.1.d. Additional Units/Deleted Units:

Additional Units: Additional units are, or may be, under construction in the Borough of Clayton, and additional streets may be dedicated, during the term of this contract. The contract price for the proposal selected herein shall be adjusted to account for additional units on a monthly basis. Additions will be determined by the issuance of a Certificates of Occupancy for new units, as reported by the Construction Office, and will be adjusted on monthly basis during the term of this contract.

<u>Deleted Units:</u> Some units and other buildings may be removed in the Borough of Clayton during the term of this contract. The contract price for the proposal selected herein shall be adjusted to account for deleted units on a monthly basis. Deletions will be determined by the issuance of demolition permits, as reported by the Construction Office, and will be adjusted on a monthly basis during the term of this contract.

5.1.e. Spillage

The contractor is to clean up all trash and recyclables that spill from or fall out of containers and/or the contractor's trucks during the process of collecting these items. Trucks shall be filled such that no spillage (slop) is discharged on Borough streets. If this occurs, it is solely the contractor's responsibility to clean and sanitize the areas affected.

5.1.f. Damaged Containers

The contractor is to respect the personal property of the Borough and its residents. The contractor is to replace any damaged containers "like for like" if the contractor's trucks or employees cause the damage. Such damage includes that which results from the contractor's employees not returning containers properly (i.e. left in the road and are hit by other vehicles).

5.1.g. Separation

The contractor shall maintain separation of materials for them to be properly marketed and disposed of according to the contract specifications. The contractor is never to collect recyclables and co-mingle them with trash. If this occurs, the contractor will be in violation of the contract and subject to all penalties. No collected materials may be mixed with trash and/or recyclables collected from outside the Borough of Clayton.

5.1.h. Improper Separation

If the contractor finds designated recyclable materials incorrectly co-mingled with trash, the contractor shall be responsible to affix stickers/notices to those containers or bags, and leave them for the generator to separate properly. The contractor shall also fax a summary report of such occurrences for each collection day to the Borough's Recycling Coordinator, listing the address and the description of each issue.

5.1.i. Ownership of Materials

From the time recyclable materials are placed for collection for delivery to markets (chosen by the Borough), these materials are the property of the Borough.

5.3. COLLECTION OPTIONS

OPTION/PROPOSAL #1 - Curbside Trash Collection

Trash shall be collected on each Tuesday, Wednesday and Thursday. The Borough is divided into zones. Solid waste (trash) shall be picked up on the currently scheduled designated days per zones. A map is included in these specifications. Households and businesses provide their own trash containers, and are limited to a maximum of four (4) up to 39-gallon containers (or equivalent) per week. The weight limit is 50 lbs. per container. Trash bags not in containers may be collected by the Contractor as long as the maximum amount of trash per unit is not exceeded. Trash types 9, 10, 13, 13C, and 23 are to be collected. Bulk trash (Type 13) shall be limited to one large piece of furniture per week, or 2-3 smaller pieces and shall be picked up with trash. All containers are to be returned, upright, to their collection locations.

OPTION/PROPOSAL #2 - Curbside Single Stream Recycling Collection - Borough Owns the

Recyclables

Recycling shall be collected on Tuesday, Wednesday, and Thursday. The Borough is divided into zones.

Recyclables shall be picked up on the currently scheduled designated days per zones (same days as trash). A map is

included in these specifications. The contractor shall pick up all recycling containers. All containers are to be returned, upright, to their collection locations.

The recycling containers will be provided by the Borough. In addition to the containers provided to all residents and commercial/industrial users, the Borough utilizes recycling containers downtown along NJSH 47 (Delsea Drive), and at its parks and recreation fields. These units will be included in the "Unit Number" for each proposal, and the Contractor shall also collect these recyclables. A list of these locations is provided in Attachment 3.

The contractor shall provide a cost for collecting the Borough's recyclables and taking them to a Class A Facility located either in Gloucester County or in one of the surrounding counties to Gloucester County, that is contracted with the Borough for this purpose.

The Borough owns the recyclable materials.

OPTION/PROPOSAL #3 - Curbside Single Stream Recycling Collection - Contractor Owns the Recyclables

Recycling shall be collected on Tuesday, Wednesday, and Thursday. The Borough is divided into zones. Recyclables shall be picked up on the currently scheduled designated days per zones (same days as trash). A map is included in these specifications. The contractor shall pick up all recycling containers. All containers are to be returned, upright, to their collection locations.

The recycling containers will be provided by the Borough. In addition to the containers provided to all residents and commercial/industrial users, the Borough utilizes recycling containers downtown along NJSH 47 (Delsea Drive) and at its parks and recreation fields. These units will be included in the "Unit Number" for each proposal, and the Contractor shall also collect these recyclables. A list of these locations is provided in Attachment 3.

The contractor shall provide a cost for collecting the Borough's recyclables and taking them to a Class A Facility.

The contractor owns the recyclable materials.

ADDITIONAL PROPOSALS

In addition to the above collection options, the Borough requests each Contractor provide a cost for the following services:

OPTION/PROPOSAL #4 - Dumpsters Throughout the Borough

The contractor will provide a once-weekly pickup of eight (8)3- yard dumpsters to be placed at various locations throughout the Borough. The contractor will also provide one (1) 20-yard dumpster at the Public Works yard.

- Two (2) 3-yard dumpsters at Silver Lake Academy House One (1) trash and one (1) recycling
- 2. One (1) 3-yard dumpster at DJ Bentz Memorial Soccer Complex
- 3. Two (2) 3-yard dumpster at the Clayton Fire House
- 4. One (1) 3-yard dumpster at the Clayton Little League Field
- 5. One (1) 20-yard dumpster at the Public Works facility
- 6. Two (2) four-yard dumpsters at DelseaView Apartments –One (1) trash and one (1) recycling
- 7. One (1) 3-yard dumpster at the Clayton Municipal Building

5.4. CONTAINERS

<u>Dumpsters:</u> The contractor shall provide as identified in Option 1A all metal dumpsters designed to hold solid waste materials. Dumpsters are to be completely emptied and placed back in the same locations from which they are taken.

Metal/Plastic Containers: Each unit shall provide suitable and sufficient containers for the collection and removal of designated solid waste and recyclable materials. These containers shall not exceed 39 gallons and weigh not more than 50 lbs.

<u>Plastic Bags:</u> Each unit may use designated trash bags for the collection and removal of trash. These bags shall not exceed a capacity of more than 39 gallons and weigh not more than 50 lbs.

<u>Recycling Containers:</u> The Borough will provide each unit with an up to 96 gallon recycling container for single stream recycling.

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 7:00 PM.
 - B. The following legal holidays are exempted from the waste collection schedule:

 Gloucester County Improvement Authority Holidays: New Year's Day, Martin Luther King's Birthday, Good
 Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Election Day, Thanksgiving Day,
 Christmas Eve (.5 day) and Christmas Day.

Wheelabrator Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The contractor shall follow the Wheelabrator schedule. If any of these 6 holidays fall on one of the Borough's three (3) collection days, the contractor is responsible for increasing resources to ensure all of the Borough's trash is picked up for the week. The contractor shall pick up the trash on the following day when a trash collection day falls on a holiday. For example, if a holiday falls on a Wednesday, the contractor will pick up the Borough's Wednesday's trash route on Thursday. If a holiday falls on a Thursday, the contractor shall pick up the Borough's Thursday's trash route on Friday, even though Friday is not a Borough collection day.

5.6. SOLID WASTE DISPOSAL

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

<u>Landfill</u>

Incinerator

Gloucester County Improvement Authority Solid Waste Complex 503 Monroeville Road Swedesboro, NJ 08085 Wheelabrator – Gloucester County 600 Crown Point Road Westville, NJ 08093

- B. Recyclables must be delivered to an approved state recycling facility.
- C. The Borough of Clayton reserves the right to designate another disposal facility [or, if applicable, disposal facilities] in accordance with the Gloucester County Solid Waste Management Plan or in the event that the designated Disposal Facility [or, if applicable, Disposal Facilities] is unable to accept waste. The Borough of Clayton 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, drying agents and cleaning materials appropriate for cleaning streets and sidewalks if there are spills.
- 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 Clayton 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 4:00 PM. The Borough of Clayton shall list the Contractor's telephone number in the Telephone directory along with other listings for the Borough of Clayton.

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 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 Clayton on demand.

B. The Contractor shall submit a copy of the log of complaints received and the action taken to the Borough of Clayton within ten (10) days following the end of the month.

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 7 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 Clayton 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 Clayton for reimbursement.
- B. The Borough of Clayton shall pay all invoices within 30 days of receipt. The Borough of Clayton will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of Clayton 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 Borough of Clayton, 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 Clayton 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 Clayton 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 Clayton will pay the costs of disposal, the disposal facility shall bill the Borough of Clayton directly for all costs (including taxes and surcharges).

The Borough of Clayton shall make payment to the Contractor at the monthly per unit price bid for the Proposal chosen, multiplied by the number of units available for collection service for work performed during the preceding month. This unit rate shall be adjusted on January 1st for any contract renewal term based on the New Jersey Contract Adjustment Figure, not to exceed two (2%) percent per year as determined by the New Jersey Department of Community Affairs.

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 Clayton 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. The Contractor's employees must behave professionally and respectfully to all Borough residents and employees, and shall exercise care when handling the Borough's and/or residents' property – i.e. containers. 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 Clayton as an Additional Named insured indemnifying the Borough of Clayton with respect to the Contractor's actions pursuant to the Contract.

5.17. CERTIFICATES

Upon notification by the Borough of Clayton, 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 Clayton from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of Clayton 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 form any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

6. BIDDING DOCUMENTS

<u>6.1</u>	BIDDING DOCUMENTS CHECKLIST			
	6.1.1.	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.		

- 6.1.2. Statement of bidder's qualifications and experience, and Questionnaire.
- _____6.1.3. 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 Clayton.
- 6.1.4. Stockholder statement of ownership.
- 6.1.5. Non-collusion affidavit.
- ____ 6.1.6. Consent of surety.
- ____ 6.1.7. Proposal.

Gold Medal Environmental of NJ INC 1770 Hurffville Road Deptford, New Jersey 08080

Gold Medal Environmental of NJ INC James, Sage, COO

liles Cage, COO

Gold Medal Environmental of NJ INC

James Sage, COO

0/12/1

Date

<u>6.1.1</u> CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY/A-901 APPROVAL LETTER

Name

Gold Medal Environmental of NJ INC

Complete Address

1770 Hurffville Road

Deptford, New Jersey 08080

Telephone Number

856-537-6101

Certificate Number SW 2463

Date

10/12/15

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

This Certificate is Non-Transferrable



State of New Jersey

CHRIS CHRISTIE

GOVERNOR

DEPARTMENT OF ENVIRONMENTAL PROTECTION ENVIRONMENTAL MANAGEMENT 401 E. STATE STREET 2ND FLOOR, WEST WING

> MAIL CODE 401-02C TRENTON, NJ 08625-0420

BOB MARTIN

COMMISSIONER

KIM GUADAGNO

CERTIFICATE Of PUBLIC CONVENIENCE AND NECESSITY

HEREBY ISSUED TO:

GOLD MEDAL ENVIRONMENTAL OF NJ INC.

STREET ADDRESS NOT APPLICABLE

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

(FORMALLY CHOICE ENVIRONMENTAL SERVICES OF NEW JERSEY, INC.)

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

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

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

NAME CHANGE

MA2010-014

NC2014-SW2463

Date of Issue:_

1 ah Pinto

Deborah Pinto, Bureau Chief Bureau of Planning and Licensing

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY DATA:

SW2463

Gold Medal Environmental of NJ Inc.

2600 S.W. 3rd Avenue Fort Lauderdale, FL 33315 Attention: Glen Miller

Registered Agent

Walter B. Dennen, Esq. Aimino & Dennen, L.L.C. 40 Newton Avenue Woodbury, NJ 08096

Mail or FAX any changes to:

State of New Jersey
Dept. of Environmental Protection
Bureau of Planning & Licensing
Mail Code 401-02C
PO Box 420
Trenton, NJ 08625

Telephone: 609-984-4250 Fax: 609-777-1951

FOR DECALS CALL (609) 292-7081

New Jersey State Law requires that all vehicles used in the collection or transportation of solid waste must carry the current NJDEP registration certification (cab card) in each solid waste vehicle. In accordance with N.J.A.C. 7:26-3.4(h) et seq., NJDEP is responsible for issuing solid waste registration decals. Decals must be affixed to all solid waste units prior to transport of waste to, from or within New Jersey or prior to the unit being placed into service or before receiving waste.



State of New Jersey

CHRIS CHRISTIE GOVERNOR DEPARTMENT OF ENVIRONMENTAL PROTECTION
ENVIRONMENTAL MANAGEMENT
401 E. STATE STREET
2ND FLOOR, WEST WING
MAIL CODE 401-02C

TRENTON, NJ 08625-0420

BOB MARTIN

KIM GUADAGNO

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

JUL 24 2014

Dear Applicants:

RE: Solid Waste Transporter License

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

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

GOLD MEDAL ENVIRONMENTAL OF NJ INC.

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

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

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

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

Sincerely,

Alborah Pinto

Deborah Pinto, Chief Planning & Licensing

Enclosure

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

Gold Medal Environmental of NJ Inc.

Condition of Solid Waste License: Official Company Name

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

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

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

Condition of Solid Waste License Prohibition of Sale of License

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayet Naime: GOLD MEDAL ENVIRONMENTAL OF NJ INC Frade Name:

1770 HURFEVILLERD.

Address:

DEPTFORD, NJ 08096

1509281

Certificate Number:

Effective Date: August 28, 2004

Date of Issuance: August 26, 2014

For Office Use Oaty:

20140826105131987



05/22/2015 05/21/2016 Registration Date: Expiration Date:

State of New Jersey

Jepartment 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

Gold Medal Environmental of NJ, Inc

Responsible Representative(s):

James Sage, Vice-President

Glen Miller, CEO

Responsible Representative(s):

1 mas

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

NON TRANSFERABLE

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

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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

NJ 0808 GOLD MEDAL ENVIRONMENTAL 1770 HURFFVILLE ROAD SEWELL

Andrew P. Stramon-Eristoff
State Treasurer

6.1.2 STATEMENT OF BIDDER'S QUALIFICATIONS AND EXPERIENCE

AFFIDAVIT

	STATE OF NEW JERSEY }		
	COUNTY OF }	SS: [PROJECT N	IAME]
	PARTNER, PRESIDENT, OR OTHER CORPOduly sworn, I depose and say:	m the <u>[IDENTIF]</u> RATE OFFICER] (PRESINGUE AND C.O.O. Y RELATIONSHIP TO BIDDER: OWNER of the [NAME OF BIDDER], and being GOLD HETAL ENVIRONMENTAL OF NIT INC. ne and each question is answered on the basis of
_	•		
BORDVANK CLAYTON	[GOVERNING BODY] to award to INAME O services in the event said bidder is the lowest res	F BIDDER] the contributions on the sponsible bidder on the	a by me for the express purpose of inducing the act for solid waste collection [and recycling] to basis of the bid proposal which is submitted with or had not
	3. I understand and agree that the Questionnaire in determining the lowest, responsib		will rely upon the information provided in the
		Borzov (~14 C t the [GOVERNING B	OP CLAYTOW ODY] may reject the bid proposal in the event
	5. I do hereby authorize the Bor inquire about or to investigate the answer to any person or organization that has knowledge of the fany information necessary to verify the answers give Gold Medal Eluvianian ALOIN	question provided in acts supplied in suc Go ven.	the Questionnaire, and I further authorize any lde Medap Envishmental of NJ INC James Sage, COO
	Name of Firm or Individual	Title	
	/hm/llan	10/12/15	
(Signature	Date	-
	Subscribed and sworn to before me this		
	1211 day of October 2015.		
	Notary Public of New Tersey		•
	My Commission expires / b/27, 20/9.		
	Note: A partnership must give firm name and signs	ature of all partners. A	corporation must give full corporate name and

signature of official, and the copporate seal affixed.

ROSE MARIÉ ANN KIENHOLZ Notary Public State of New Jersey My Commission Expires Oct 27, 2019

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 Clayton. <u>Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.</u>

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 YRARS

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

SER ATTACHED

3. Has the bidder failed to perform any contract awarded to it by the [GOVERNING BODY] under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

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 [GOVERNING BODY] 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.

SER ATTACHES

6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.

SEE ATTACHES

- (a) Name of Borough of Clayton;
- (b) Approximate population of Borough of Clayton;
- (c) Term of contract from to
- (d) How were materials collected?
- (e) Give location of disposal site or sites and methods used in the disposal of solid waste;

- (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
- 7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.

8. Where can this equipment described above be inspected?

1770 HURFFUILL RY SEWELL NT

426 MADISON AVE. WOODBINE, NT

1620 49th ST. PHILADER PHILADER

1620 49th St. Philadripula, Ph.

Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.

ALL NECKSSARY EQUIPMENT IS OWNERS BY THE BIDDIER

10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.

NA

11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.

N/A

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

ATTACHES

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.

ATTACHED

14. Additional remarks.

Nonk

Question No. 2

Gold Medal Environmental of NJ INC

List other names under which the , it's partners or officers have conducted business in the past five years.

Gold Medal Disposal, Inc.

Gold Medal Environmental of PA, Inc.

Gold Medal Environmental of DE, Inc.

Gold Medal Services, LLC

Choice Environmental Services of New Jersey, Inc.

Choice Environmental Services, Inc.

Choice Environmental Services of Miami, Inc.

Choice Environmental Services of Palm Beach, Inc.

Choice Environmental Services of St.Lucie, Inc.

Choice Environmental Services of Broward, Inc.

Choice Environmental Services of Collier, Inc.

Choice Environmental Services of Dade County, Inc.

Choice Environmental Services of Highland County, Inc. Choice Environmental Services of Lee County, Inc.

Choice Environmental Services of Central Florida, Inc.

Choice Recycling Services of Miami, Inc.

Choice Recycling Services of Broward, Inc.

Solid Waste Resources Company, LLC

mmokalee Realty Holdings, LLC

Choice Realty Holdings, LLC

Lee County Realty Holdings, LLC

Gulfstream Holdings, LP

Integrated Property Management, LLC

Question No. 5 Gold Medal Environmental of NJ INC Municipal Contract List

Municipality	Annual Revenue	Original Contract Term	Years Serviced
Borough of Avalon	\$ 439,000	5	2
Beuna Borough	\$ 100,740	2 YEARS	2
City of Cape May	\$ 180,000	വ	2
Middle Township	\$ 648,000	ß	2
City of North Wildwood	\$ 435,000	3 w/ 2 option years	2
Ocean City	\$ 1,344,000	5	2
West Cape May	\$ 78,600	5	2
City of Wildwood	\$ 522,228	2	2
Borough of Woodbine	\$ 78,000	5	2
Borough of Gibbsboro	\$ 104,000	5	2
Borough of National Park	\$ 61,002	5	2
Township of Riverside	\$ 148,044	ਨ	Less than 1 year
Deptford Township	1,226,686	5	Less than 1 year
Borough of Lindenwold	\$ 206,830	5	Less than 1 year
Borough of Lindenwold	\$ 140,500	2	Less than 1 year
Pennsville Township	\$ 321,492	5	Less than 1 year
Township of Medford	\$ 502,680	5	Less than 1 year
Township of Moorestown	\$ 424,320	5	Less than 1 year
Borough of Clayton	\$ 320,484	5	Less than 1 year
Oldmans Township	\$ 60,396	5	Less than 1 year
Borough of Paulsboro	\$ 252,735	3	Less than 1 year

Question No. 6 Gold Medal Environmental of NJ INC Completed Contract List

Term to: How Were Materials Disposal Sire Adrenistrator Collected	Cape May County M.U.A. C	1/31/2015 Curbside Cape May County M.U.A. Choistopher Fox	5/31/2015 Curbside Atlantic County Utifities MaryAnn Coraluzzo Authority (856)691-9393			
Term From:	6/18/2014	6/18/2014	6/1/2011			
Approx Population	18,911	5,321 Off Season 250,000 Peak Season	4,600			
	T I I I I I I I I I I I I I I I I I I I	City of Wilders I wo.	Buena Borough NJ			

Question No. 7 Gold Medal Environmental of NJ INC Equipment List

Jnit #	Year	Location	V.I.N.	NJ Tag	Make	Type	Size	Model	Condition	Yrs of Svc	
23	1996	Woodbine	1GDJ7H1J7TJ508255	AR667H	GMC	Fork Truck	N/A	Top kick	Good	19	
219	2004	Woodbine	1M2K189C14M024397	AR635H	Mack	Rear Load	32 CY	MR688S	Good	11	
221	2004	Woodbine	1M2K189C84M024674	AR309H	Mack	Rear Load	32 CY	MR688S	Good	11	
222	2004	Woodbine	1M2K189C74M024682	AR310H	Mack	Rear Load	32 CY	MR688S	Good	11	
223	2004	Woodbine	1M2K189CX4M024396	AR311H	Mack	Rear Load	32 CY	MR688S	Good	11	
224	2004	Woodbine	1M2K189C94M024552	AR312H	Mack	Rear Load	32 CY	MR688S	Good	11	
225	2007	Woodbine	1M2K189C17M031063	AR636H	Mack	Rear Load	32 CY	MR688S	Good	00	
226	2007	Woodbine	1M2K189C37M031064	AR637H	Mack	Rear Load	32 CY	MR688S	Good	∞	
227	2008	Woodbine	1M2AV02C88M001653	AR638H	Mack	Rear Load	32 CY	MRU613	Good	7	
228	2008	Woodbine	1M2AV02C38M001656	AR639H	Mack	Rear Load	32 CY	MRU613	Good	7	
229	2008	Woodbine	1M2AV02C98M002858	AR640H	Mack	Rear Load	32 CY	MRU613	Good	7	
230	2008	Woodbine	1M2AV02C48M002864	AR668H	Mack	Rear Load	32 CY	MRU613	Good	7	
231	2008	Woodbine	1M2AV02C08M002862	AR641H	Mack	Rear Load	32 CY	MRU613	Good	7	
232	2008	Woodbine	1M2AV02C98M002861	AR642H	Mack	Rear Load	32 CY	MRU613	Good	7	
233	2008	Woodbine	1M2AV02C68M002865	AR643H	Mack	Rear Load	32 CY	MRU613	Good	7	
234	2008	Woodbine	1M2AV02C88M002866	АR669Н	Mack	Rear Load	32 CY	MRU613	Good	7	
235	2008	Woodbine	1M2AV02CX8M002867	AR670H	Mack	Rear Load	32 CY	MRU613	Good	7	
236	2010	Woodbine	1M2AV02C9AM005443	AR313H	Mack	Rear Load	32 CY	MRU613	Good	'n	
237	2010	Woodbine	1M2AV02C5AM005312	AR314H	Mack	Rear Load	32 CY	MRU613	Good	Ŋ	
238	2010	Woodbine	1M2AV02C1AM005453	AR315H	Mack	Rear Load	32 CY	MRU613	Good	ĸ	
æ	2000	Woodbine	1M2P268C2YM052725	AE509N	Mack	Roll off	N/A	DM	Good	15	
4	2000	Woodbine	1M2P267C4YM052324	AE443Y	Mack	Roll off	N/A	ΣQ	Good	15	
13	2007	Woodbine	1M2AT04C77M005033	XK447J	Mack	Roll off	N/A	DM	Good	82	
Jnit #	Year	Location	V.I.N.	NJ Tag	Make	Type	Size	Model	Condition	Yrs of Svc	
37	2007	Philadelphia	JNAUZ551JX7A452105	XBXZ87	Nissan	Bulk	12YD	UD1400	Good	∞	
41	2006	Philadelphia	1M2K189C26M028297	AR178G	Mack	Roll off	N/A	MR600	Good	6	
42	2007	Philadelphia	1M2AT04C97M002585	AR460G	Mack	Roll off	N/A	CTP700	Good	6 0	
43	2000	Philadelphia	1HTSCAAL2YH63847	AR915G	Intel	Roll off	N/A	4700	Good	15	
4	2006	Philadelphia	1M2K189C26M030728	AS752E	Mack	Rear Load	25CY	MR600	Good	6	
46	2004	Philadelphia	1M2K189V64M024749	AS474C	Mack	Rear Load	25CY	MR600	900g	11	
51	2007	Philadelphia	1M2K189CX7M036441	AR853G	Mack	Front Load	40CY	MR600	Good	00	
52	2013	Philadelphia	1M2AX09C4DM015172	AR182G	Mack	Roll off	N/A	GU700	Good	2	

23	2012	Philadelphia	1M2AV02C9CM009110	AR183G	Mack	Roll off	N/A	MRU600	Good	m	
28	2010	Philadelphia	5VCACLK9AH211248	AR180G	Autocar	Rear Load	32CY	ACX	Good	ស	
29	2011	Philadelphia	3BPZL70X5DF177624	AS473C	Autocar	Rear Load	32CY	ACX	Good	4	
09	2013	Philadelphia	3BPZL70X5DF177624	AS473C	Pete	Rear Load	27CY	320	Good	7	
61	2007	Philadelphia	5VCHC6RE27H204437	AS904C	Autocar	Rear Load	27CY	ACX	Good	00	CNG
62	2007	Philadelphia	5VCHC6RE47H204441	AS905C	Autocar	Rear Load	27CY	ACX	Good	00	CNG
63	2015	Philadelphia	3BPZLJ0X5FF281126	AR905C	Pete	Front Load	40CY	320	Good	0.5	!
320	2007	Philadelphia	5VCHC6RE47H204438	AR791C	Autocar	Rear Load	27CY	ACX	Good	∞	CNG
321	2007	Philadelphia	5VCHC6RE67H204439	AR792C	Autocar	Rear Load	27CY	ACX	Good	œ	CNG
Jnit #	Year	Location	V.I.N.	NJ Tag	Make	Type	Size	Model	Condition	Yrs of Svc	,
20	2009	Deptford	1M2AV02C09M004192	AR181G	MACK	Front Load	40CY	ΜR	Good	9	
106	2007	Deptford	1M2K189C47MO38475	AR906C	Mack	Front Load	40CY	ΜR	Good	œ	
109	2012	Deptford	3BPZL20X4CF152134	AR636G	Pete	Front Load	40CY	320	Good	m	CNG
110	2013	Deptford	3BPZL20X9DF186829	AR637G	Pete	Front Load	40CY	320	Good	7	CNG
111	2015	Deptford	3BPZL10X9FF254835	AR645H	Pete	Front Load	40CY	320	Good	0.5	
209	2000	Deptford	2FZHAJAAXYAF09953	AR845G	Sterling	Roll off	N/A	Acterra	Good	15	
210	2007	Deptford	1M2AG11C37M052655	AR378G	Mack	Roll off	N/A	ઠ	Good	∞	
211	2007	Deptford	1M2AG11C47M065978	AR379G	Mack	Roll off	N/A	5	Good	œ	
303	2002	Deptford	2FZAAKAK62AG85017	AS871A	Sterling	Rear Load	20CY	Acterra	Good	13	
260	2012	Deptford	1M2AU14C3CM001249	XY622J	Mack	Front Load	40	LE CNG	Good	m	
261	2012	Deptford	1M2AU14C2CM001307	XY620J	Mack	Front Load	40	LE CNG	Good	ĸ	
262	2013	Deptford	1M2AU14CXDM001511	XABN93	Mack	Front Load	40	LE CNG	Good	7	
263	1995	Deptford	1FDXR82E8SVA54823	XG115U	Ford	Rear Load	70	N 8000	Good	20	
264	1994	Deptford	1M2K194C9RM005570	XG114U	Mack	Rear Load	20	MR	Good	77	
265	1998	Deptford	1M2AC07CXWM002220	XC716C	Mack	Rear Load	30	9	Good	17	
566	2001	Deptford	2V2HC6HE01N316030	XW945W	Volvo	Rear Load	22	Xpeditor	Good	14	
267	2005	Deptford	1M2AG11C45M024912	XS545J	Mack	Rear Load	25	Granite	Good	10	
268	2002	Deptford	1M2AG11C05M024907	XS544J	Mack	Rear Load	32	Granite	Good	9	
569	2008	Deptford	3BPZL00X38F718246	XBBE39	Pete	Rear Load	32	320	Good	7	
270	2010	Deptford	1M2A02C5AM006105	XBBE38	Mack	Rear Load	32	MR	Good	ស	
271	2012	Deptford	1M2AV04C0CM009283	XW934W	Mack	Rear Load	32	MR	Good	ĸ	
272	2012	Deptford	1M2AV04C2C009284	W932W	Mack	Rear Load	32	MR	Good	m	
273	2012	Deptford	1M2AU14CXCM001247	XY581J	Mack	Rear Load	28	LE CNG	Good	m	
274	2012	Deptford	1M2AU14C8CM001246	XY582J	Mack	Rear Load	28	LE CNG	Good	m	
275	2012	Deptford	1M2AU14CM001248	XY583J	Mack	Rear Load	78	LE CNG	Good	m	
										ı	

Question No. 12 Gold Medal Environmental of NJ INC Credit / Bank References

1.) Comerica Bank 411 W. Lafayette 7th Floor MC 3236 Detroit, MI 48221 2.) TD Bank 55 South White Horse Pike Stratford, NJ 08084

3.) Covanta 10 Highland Ave. Chester, PA 19103

PUBLIC CONVENIENCE AND MEGESSTEY (CPCN)

COLLECTORS AND BROKES

CALIENDAR YEAR FULL

SW2463 - 331199 GOLD MEDAL ENVIRONMENTALOF NJ INC 1770 HURFFVILLE RD, Sewell, NJ 08080

DUBHUNG 182015

Note: Dus Region has been changed substantially since last year.

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

IMPORTANT REMINDERS:

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

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

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

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

ASSESSMENT REMINDER:

Once your Annual Report is reviewed, verified and approved by NJDEP, the Department of Treasury will mail an invoice (a bill) directly to you in the appropriate amount of your annual assessment. This assessment is currently calculated at the rate of ¼ of 1% of your reported gross operating revenue with a \$600 minimum. Please submit payment promptly.

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

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

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

1. Solid wastes; waste ID number and definitions:

- i. 10 Municipal (household, commercial and institutional): Waste originating in the community consisting of household waste from private residences, commercial waste which originates in wholesale, retail or service establishments, such as, restaurants, stores, markets, theatres, hotels and warehouses, and institutional waste material originated in schools, hospitals, research institutions and public buildings.
- ii. 12 Dry sewage sludge: Sludge from a sewage treatment plant which has been digested and dewatered and does not require liquid handling equipment.

iii. 13 Bulky waste: Large items of waste material, such as appliances and furniture. Discarded automobiles, trucks and trailers and large vehicle parts, and tires are included under this category.

- iv. 13C Construction and demolition waste: Waste building material and rubble resulting from construction, remodeling, repair, and demolition operations on houses, commercial buildings, pavements and other structures. The following materials may be found in construction and demolition waste: treated and untreated wood scrap; tree parts, tree stumps and brush; concrete, asphalt, bricks, blocks and other masonry; plaster and wallboard; roofing materials; corrugated cardboard and miscellaneous paper; ferrous and non-ferrous metal; non-asbestos building insulation; plastic scrap; dirt; carpets and padding; glass (window and door); and other miscellaneous materials; but shall not include other solid waste types.
- v. 23 Vegetative waste: Waste materials from farms, plant nurseries and greenhouses that are produced from the raising of plants. This waste includes such crop residues as plant stalks, hulls, leaves and tree wastes processed through a wood chipper. Also included are non-crop residues such as leaves, grass clippings, tree parts, shrubbery and garden wastes.
- vi. 25 Animal and food processing wastes: Processing waste materials generated in canneries, slaughterhouses, packing plants or similar industries, including animal manure when intended for disposal and not reuse. Also included are dead animals. Animal manure, when intended for reuse or composting, is to be managed in accordance with the criteria and standards developed by the Department of Agriculture as set forth at N.J.S.A. 4:9-38.
- vii. 27 Dry industrial waste: Waste materials resulting from manufacturing, industrial and research and development processes and operations, and which are not hazardous in accordance with the standards and procedures set forth at 7:26G. Also included are nonhazardous oil spill cleanup waste, dry nonhazardous pesticides, dry nonhazardous chemical waste, and residue from the operations of a scrap metal shredding facility.
- viii. 27A Waste material consisting of asbestos or asbestos containing waste. ix. 27I Waste material consisting of incinerator ash or ash containing waste.
- (h) Waste identification and definition of liquids include the following:

1. Liquid wastes; waste ID number and definitions:

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

٠.	VEHICLE INFORMATION FOR YOUR WASTE TRANSPORTATION EQUIPMENT:
	Please provide the number of solid waste vehicles owned and operated by the CPCN holder.
	NOT APPLICABLE (NO EQUIPMENT) CABS (does not hold waste) CONTAINERS SINGLE UNIT VEHICLES (eg. roll offs, pickup trucks, vans) TRAILERS
5.	DOES YOUR COMPANY USE A SOLID WASTE BROKER SERVICE? NO DYES: You must provide the information below for EACH COMPANY (label and attach a separate page if necessary):
	Name of Broker:
	Address:
	City, State, Zip:
	Broker's CPCN number: SW
	Name of Prokon
	Address
	City, State, Zip:
	Broker's CPCN number: SW
	☐Check here if additional pages are attached
6.	DOES YOUR COMPANY OR ITS PRINCIPALS HAVE ANY CURRENT OR OUTSTANDING JUDGMENTS AND/OR LIENS? IN NO DYES: You must provide the information below for EACH (label and attach a separate page if necessary):
	Name:
	Address:
	City, State, Zip:
	Provide a brief description:
	□Check here if additional pages are attached
7.	HAS ANY EMPLOYEE, ASSOCIATE, OFFICER OR EQUITY HOLDER HAD THEIR SOLID WASTE OPERATING AUTHORITY REVOKED OR SUSPENDED IN NEW JERSEY OR NEW YORK? NO DYES: You must provide the name and details concerning this revocation or suspension (label and attach a separate page if necessary):
	Name:
	Address:
	City, State, Zip:
•	State(s) the revocation or suspension occurred:
	Provide a brief description
	☐Check here if additional pages are attached

DISPOSAL INFORMATION - SW2463

Name and Address of Disposal Fac During 2014	ilities Use	d Waste Type	Total Fons Disposal At Facility		ee Paic		total tons Picked up in County	Recycling Tax Paid	-	Gross Revenue
Atlantic County Utilities Authority Delilah Road Harbor Township, NJ 08234	6700 Egg	10	283.47	\$ 18	,757.37	Atlantic	283.47	\$ 850.41	Ś	29,655.33
Atlantic County Utilities Authority Delilah Road	6700 Egg							,	•	25,023.33
Harbor Township, NJ 08234		13	78.89	\$ 6	,876.92	Atlantic	78.89	\$ 236.67	\$	8,253.11
Atlantic County Utilties Authority Delilah Road Harbor Township, NJ 08234	6700 Egg	13C	483.87	\$ 42,	179.31	Atlantic	483.87	\$ 1,451.61	\$	50,620.26
Atlantic County Utilities Authority Delilah Road Harbor Township, NJ 08234	6700 Egg	23	8.48	ć	220.40	*** **	• >=			
Atlantic County Utilties Authority Delilah Road	6700	20	5.40	J	220,48	Atlantic	8.48	\$ 25.44	\$	887.14
Harbor Township, NJ G8234	Egg	27A	2.61	\$:	313.96	Atlantic	2.61	\$ -	\$	273.05
Burlington Resource Recovery Burlington-Columbus Road 08022	22000 Mansfield, NJ	10	2904.88	\$ 221,5	65.00	Burlington	2904.88	\$ 8,714.64	\$	762,720.17
Burlington Resource Recovery Burlington-Columbus Road 08022	22000 Mansfield, NJ	13	19.31	ŝ 1,5	72.80	Buriington	19.31	\$ 57.93	s	5,404.48
Burlington Resource Recovery Burlington-Columbus Road 08022	22000 Mansfield, NJ	13C	7.80 \$; 71	37. 17	Burlington	7.80 \$	5 23.40	ė	
Burlington Resource Recovery Burlington-Columbus Road 08022	22000 Mansfield, NJ	25					7.50 .	25.40	Þ	2,429.99
Cape May County Municipal Utilities Authorit North Route 9	ty 1523 Cape May	25	8.59 \$	65	66.36	Burlington	8.59 \$	25.77	\$	2,255.40
Court House, NJ 08210 Cape May County Municipal Utilities Authorit	y 1523	10	2123.44 \$	145,45	7.06	Cape May	2123.44 \$	6,370.32	\$	347,981.00
North Route 9 Court House, NJ 08210	Cape May	13	34.40 \$	2,35	6.44	Саре Мау	34.40 \$	103.20	;	7,877.96
Cape May County Municipal Utilties Authorit North Route 9 Court House, NJ 08210	y 1523 Cape May	13C	577.20 \$	40,98	1.59	Cape May	577.20 ¢	1,731.60 \$		132,184.90
Cape May County Municipal Utilities Authority North Route 9 Court House, NJ 08210	/ 1523 Cape May						ν	2,732.00	,	132,184.90
Cape May County Municipal Utilities Authority		25	66.62 \$	4,563	1.50 (Саре Мау	66.62 \$	199.86 \$		15,256,68
North Route 9 Court House, NJ 08210	Cape May	27	11.78 \$	806	.93 (Саре Мау	11.78 \$	35.34 \$		2,697.74
Cape May County Municipal Utilities Authority North Route 9 Court House, NJ 08210	1523 Cape May	27A	22.48 \$	2,562	.72 C	ape May	22.48 \$	67.44 \$		5,148.16
County Conservation Company Blackwood Barnsboro Road 08080	212 Sewell, NJ	23	8.86 \$	356.	26 GI	oucester	8.86 \$	- \$		1,224.19

BROKER INFORMATION

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

COUNTY (LIST ONLY 1 COUNTY PER FORM)

	_	<u> </u>			•		
	1.5	Disposal Facility used by Hauler					
	Г	Total Paid to				· · · · · · · · · · · · · · · · · · ·	
	Ω	Total Amount Billed to Client					
	O.	CPCN Number (SW#) of Solid Waste Hauler Used					
Q	Q	Number of Locations					
A		Client/Industry				TOTALS	

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK NA IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

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

Atlantic County (LIST)	ONLY I COUNTY PER PAGE)
1. Number of Scheduled Residential Customers	:(Not from Municipal Contracts
2. Number of Scheduled Commercial Customer	
3. Number of Scheduled Industrial Customers:	2
4. Number of ON-CALL/ONE TIME Customers	:/30
5. List all municipalities in this county, for which approximate number of customers per municipalities.	1 you have Municipal/Residential contracts and the pality:
Municipality Appr	oximate Number of Customers
Buena	1,723

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

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

County Name COUNTY (LIST ONLY 1 COUNTY PER PAGE)
1. Number of Scheduled Residential Customers: (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 535
3. Number of Scheduled Industrial Customers: 5
4. Number of ON-CALL/ONE TIME Customers: 57
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:
Borough of Cribbshore Soo

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

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

1. Number of Scheduled Reside	ntial Customers:	<u> </u>	(Not from Municipal Contracts
2. Number of Scheduled Commo	ercial Customers:	<u> </u>	
3. Number of Scheduled Industr	ial Customers:	<u>d</u>	
4. Number of ON-CALL/ONE T	TIME Customers:		
 List all municipalities in this c approximate number of custon 	ounty, for which your ners per municipali	ou have Municipa ty:	al/Residential contracts and the
Municipality	Approx	imate Number of	Customers
uda			
_N//			
_N//			

TARIFF UPDATE (2014)

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

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

1. TERRITORY SERVED

□Essex

(check an mar apply)		
□All New Jersey Counties	L'Gloucester	□Passaic
☑Atlantic .	□Hudson	□Salem
□Bergen	□Hunterdon	□Somerset
□Bergen ☑Burlington	□Mercer	□Sussex
Camden	□Middlesex	□Union
Cape May	□Monmouth	□Warren
Cumberland	[]Morris	•

Solid waste collection services provided by this solid waste utility are in the counties of:

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

□Ocean

2. HOURS OF O	PERATION			
The collection util	ity shall pick-up waste	in accord	ance with the following	schedule:
	12:00 a.m.	to	9:00 p.m.	,
-			,	
	ity will not pick-up wa			
Now Yours	no-Throng willin	a Day	-Christmas	Dov
rea jeu - pe				- Lug

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

GROSS OPERATING REVENUE BY COUNTY

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

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

County	2014 Collector	2014 Brokering
	Gross Revenue	Gross Revenue
Atlantic	134,368.85	
Bergen	107,000,00	
Burlington	172,810.04	,
Camden	1.217.543.89	
Cape May	1,217,543.89	
Cumberland	3,760.17	
Essex		
Gloucester	1,012,768.07	
Hudson		
Hunterdon		
Mercer		
Middlesex		•
Monmouth		
Morris		
Ocean	·	
Passaic		,
Salem	,	
Somerset		
Sussex		
Union		
Warren		

Total Gross Operating Rever	nue	
During Calendar Year 2014:	\$5,256,111.42	\$ NA
	Collector Total	 Broker Total

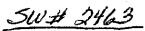
Note: Gross Operating Revenues consist of reportable revenues as described on Page 2, which are derived from customer bills, fees, sales and services as well as interest.

VERIFICATION AND OATH FOR 2014 ANNUAL REPORT FILING

NAME OF PERSON COMPLETING THIS FORM:	Rose Kienhola
RELATIONSHIP TO BUSINESS: Assista	of Controller
CONTACT NUMBER: (857) 537.0	101
The 2014 Solid Waste Collector and Broker Annual Report n preparation of the report, also known as the "Responder".	nust be certified by the oath of the person responsible for the
The 2014 Solid Waste Collector and Broker Annual Report r another principal general officer if other than the respondent	nust be verified and certified by the oath of the President or
Oath To be made by the person responsible for preparation of	of this report:
(Insert name and title of REPONDENT)	State of Now Jensey County of Glowester
makes oath that he/she has carefully examined the said report and to the best of their knowledge and belief the	Sworn to and subscribed before me
entries contained in the said report have, so far as they relate to matters of account, been accurately taken from the said	this 3rd day of June 2015
books of account and are in exact accordance therewith; that he/she believes that all other statements of fact contained in	Print Hame of Hotory Public or Officer Authorized to Administer Seth
the said report are true, and that said report is a correct and	
complete statement of the business and affairs of the above named respondent during the reporting year.	Signature of Notary Public or Officer Authorized to Administer Dath
(Viso Rienkola	
(Signature of Report Preparer)	My Commission expires: Afterny of Low State it Lew Tute Impression Stamp
Supplemental Oath To be made by the Proprietor, Partner, 1	President or other principal officer of the utility:
(Insert name of Owner or Officer and Title)	
makes oath that he/she has carefully examined the foregoing	State of <u>Novada</u> County of <u>Cark</u>
report; that he/she believes that all statements of fact contained in the said report are true, and that the said report	Sworn to and subscribed before me
is a correct and complete statement of the business and affairs of the above named respondent and the operations of	this 9t day of June 2015
its property during the reporting year.	Michael Delos Santos
Ch	Print Name of Ratary Public or Olingan Authorized to Administer Oath
(Sigurature of Owner or Officer)	11/10/000
	Signature of Notery Public or Officer Authorized to Administer Clath
	My Commission MOTARY PUBLIC, STATE OF NEVADA My Commission Expres: 04-22-17 Importations Nonastoros



IMPORTANT NOTICE:



If your company is NO LONGER in business, please use this form to SURRENDER your CPCN A-901 and Decals. DO NOT complete if your company will continue to engage in New Jersey's solid waste industry.

Notice of Surrender

Surrender of CPCN, A-901 License and/or Solid Waste Transporter Decals

Please read carefully, and fill in all inform	ation belov	v:			
COMPANY NAME:	NA		 	·	
COMPANY ADDRESS:				-	
CITY, STATE, ZIP	-				
I,(NAME OF OWNER/AUTHORIZED MEMBER)		, hold the title of			
(NAME OF OWNER/AUTHORIZED MEMBER)		<u> </u>	(TITL	E)	
and am duly authorized to sign this Notice of Sur	render on he	halfof			
and an duty authorized to sign this 170000 of our	TORREST OFF DE	(CO	MPANY NAME)	 '
I hereby notify the New Jersey Department of En	vironmental	Protection that I am vo	luntarily sur	endering	g the
Certificate of Public Convenience and Necessity,	A-901 Lice	ase, and all transporter	decals issued	to	
(COMPANY NAME), effec	ctive immedi	ately, since I no longer	intend to en	gage in tl	he solid
and/or hazardous waste business in New Jersey.	·				
I agree with this statement and am aware that I m	ust reapply a	nd submit a new disclo	sure stateme	nt in the	
future if I intend to re-enter the solid and/or hazar	dous waste l	ousiness in New Jersey.	-		
Print Name of Owner/Authorized Member Signat	hire of Owner	Authorized Member	Today's I	Date	
I IIII I IIII o I o mami i i i i i i i i i i i i i i i i i					
Please check all applicable boxes below and pr	int the corre	ect NUMBERS as ind	icated:		i
Certification of Public Convenience & Necessity		□YES: SW		□NO	□N/A
NJDEP Solid Waste Transporter Number (SW Hauler		·□YES: SW ID#		□NO	□N/A
NJDEP Hazardous Waste Transporter Number (HW H	Hauler ID)	☐YES: HW ID#	TTTT	DNO	□N/A
CURRENT Waste Transporter Decals* Decals that you placed on Leased Vehicles/Equipment	t*	☐YES*: # of SW: ☐YES*	HW:	□NO	□N/A □N/A

*If you have transporter decals placed on any containers, vehicles and/or equipment, these decals are inactive upon signature and must be removed immediately.

Decals, cab cards and this complete form should be mailed to: NJDEP, Planning and Licensing, 401 E. State St., Mail Code: 401-02C, Trenton, New Jersey 08625-0420; Attn: CPCN Unit

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

			· · · · · · · · · · · · · · · · · · ·	
KNOW ALL MEN BY T	HESE PRESENTS,	THAT WE	Gold Medal Environmental of NJ, Inc.	•
1770 Hurffville Road, [or to, mo.	
as Principal, hereinafte	r called the Principa	ll, and Interna	tional Fidelity Insurance Company	
2115 Rexford Road, Suit				
a corporation duly orga	nized under the law	s of the State	of NI	
			ofNJ lly bound unto Borough of Clayton	
••	and and anoty, un			
as Obligee, hereinafter	called the Oblines	in the cum of	25 N. Delsea Drive, Clayton, NJ 08312	
as estigate, northinator	which the Opingee,	III UIC SUIII OI	Twenty Thousand Dollars and 00/100	
for the payment of whice executors, administrato	th sum well and trul	y to be made, assigns, jointly	Dollars (\$\$20,000 the said Principal and the said Surety, bind ourselve and severally, firmly by these presents.	s, our heirs,
WHEREAS, the Princip	al has submitted a b	oid for Solid V	Vaste and Recyclable Materials Collection Service	
		·····		
Contract Documents w payment of labor and m such Contract and give penalty hereof between	ith good and suffici- paterials furnished in such bond or bond the amount specificantly to perform the V	in such bid, and tent surety for the prosecution ds, if the Prince and in said bid a	of the Principal and the Principal shall enter into a C digive such bond or bonds as may be specified in the the faithful performance of such Contract and for on thereof, or in the event of the failure of the Princi cipal shall pay to the Obligee the difference not to and such larger amount for which the Obligee may in by said bid, then this obligation shall be null and void	e bidding or the prompt pal to enter exceed the
Signed and sealed this	12th	day of	October	2015
As C	(Witness)		Gold Medal Environmental of No. Inc. (Principal) By: TAMINS SAGIN NEW PRISONNET AND C.C.O.	(Seal)
onnie T. Atnip	(Withess)		International Fidelity Insurance Company (Surety) By: Cally	(Seal)
			Aπomey-in-Fact Arthur L. G olley	(Title)

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BONNIE T. ATNIP, ARTHUR L. COLLEY, NICOLE M. COLLEY

Charlotte, NC.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto; bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond; undertaking, recognizance, contract of indemnity or other written obligation in the nature, thereof or related thereto, such signature and seals when so used whether herefore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

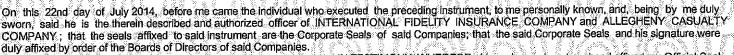
IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.

DELITY ING OPDRA SEAL CONFERENCE 1904 A PER STATE OF THE PER STATE OF THE

STATE OF NEW JERSEY County of Essex

Morrit

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity
Insurance Company) and President (Allegheny
Casualty Company)



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

ONOTARY PUBLIC STATES

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires April 16, 2019

GNSUAL

1936

WASYLVE

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

12th

day of October, 2015

MARIA BRANCO, Assistant Secretary

Caria of Seance

6.1.3 BID GUARANTY

BID BOND SUPPLIED BY CONTRACTOR

6.1.4. STOCKHOLDER STATEMENT OF OWNERSHIP

STOCKHOLDER DISCLOSURE CERTIFICATION

<u>Name</u>	of Business 10LT	3 MEDALK	LNVIRONMENTAL OF NJ INC			
Á	I certify that the list belo	ow contains the na ued and outstandi OR	ames and home addresses of all stockholders holding ing stock of the undersigned.			
	I certify that no one stockholder owns 10% or more of the issued and outstanding stock of undersigned.					
	submitting the bid,	then the statement of the stock of a	of the stock of the corporation or partnership ent shall include a list of the stockholders who any class of that owning corporation. If no one nat.			
Chec	k the box that represe	ents the type of	f business organization:			
ПР	artnership	Corporation	Sole Proprietorship			
	imited Partnership	Limited Liab	pility Corporation Limited Liability Partnership			
	ubchapter S Corporation					
Sign a	and notarize the form be	elow, and, if nec∈	essary, complete the stockholder list below.			
Stockl	holders:	SÉE	ATTACHRIS			
Name	:		Name:			
Home	Address:		Home Address:			
						
Name	·		Name:			
	Address:		Home Address:			
·						
Name:	:		Name:			
Home	Address:		Home Address:			

Subscribed and sworn before me this /24/ day of

(Notary Public)

My Commission expires: 10/27/2019

(Affiant)

(Corporate Seal)

ROSE MARIE ANN KIENHOLZ Notary Public State of New Jersey My Commission Expires Oct 27, 2019

STOCKHOLDER STATEMENT OF OWNERSHIP

I certify that the list below contains the names and home addresses of all persons holding ten (10%) percent or more of the issued and outstanding stock or partnership interest in the undersigned corporation, as well as the names and home addresses of all persons who own an interest in any entity that owns ten (10%) percent or more of said corporation. In the event that no stockholder owns ten (10%) percent or more of the corporation's stock, or in the case of a partnership, where no partner owns ten (10%)percent or more interest in the partnership, print "NONE" below, and the signing of this certification shall signify that fact.

GOLD MEDAL

ENVIRONMENTAL OF

Gold Medal Environmental of NJ INC

James Sage, COO

Shareholders:

Name: Gold Medal Services, LLC (100%)

Address: 1770 Hurffville Road, Sewell, New Jersey 08080

Members holding more than ten (10%) percent of Gold Medal Services, LLC

Name: Glen Miller

Address: 13 Pelican Isle. Fort Lauderdale, FL 33301

Name: James Sage

Address: 7921 Lincoln Drive, Philadelphia, PA 19118

Name: William Adams

Address: 15 Foxhollow Lane, Sewell, New Jersey 08080

6.1.5 NON-COLLUSION AFFIDAVIT
STATE OF NEW JERSEY } SOLIN WASTE AND PREYELINX
COUNTY OF S.S.:[PROJECT NAME]
I AMIZS SAGK I, [NAME OF AFFIANT], of the City of PI+ILADIZL PI+ILADIZL (Commonwealth) of PA, being
I, [NAME OF AFFIANT], of the City of in the State (Commonwealth) of TA, being of full age and duly sworn according to law, on my oath depose and say that:
MENA CARRIDONIMERATOR APAITING
I am employed by the firm of <u>[NAME OF BIDDER]</u> , the bidder submitting the Bid Proposal for the above
named project, in the capacity of [TITLE OF AFFIANT] t, 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 take 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 [GOVERNING BODY] 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 [NAME OF BIDDER] GOLD MEDAL ENVIRONMENTAL OF MT (NC)
NAME OF BIDDER
JAMES SAGR
Name of Firm or Individual Gold Medal Environmental of NJ INC
James Sage, COO
10/12/15
Senature Date
Subscribed and sworn to before me this
12th day of October 2015
Notary Public of New Tersey
My Commission expires / 5/27, 20/9
An Co Keentiels
Soll of free of the soll of th
ROSE MARIE ANN KIENHOLZ Notary Public
at the Largay
My Commission Expires Oct 27, 2019

VICE PRASIDENT AND C.O.O.

6.1.6. CONSENT OF SURETY

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: Borough of Clayton	
(Owner)	-
Re: Gold Medal Environmental of NJ, Inc. (Contractor)	-
Solid Waste and Recyclable Materials Collection Service	
(Project Description)	
This is to certify that the <u>International Fidelity Insurance Compa</u> (Surety Comp	any any)
will provide to <u>Borough of Clayton</u> (Owner)	a performance bond in
the full amount of awarded contract in the event that said contra above project.	actor is awarded a contract for the
Gold Medal Environmental of NJ, Inc.	
(CONTRACTOR)	
International Fidelity Insura	
Arthur L. Colley, Attor/ey-in- Fa (Authorized Agent of Surety Co	nct mpany)

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

Date: October 12, 2015

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY, 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BONNIE T. ATNIP. ARTHUR L. COLLEY, NICOLE M. COLLEY

Charlotte, NC.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract: or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as blinding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.

SEAL 1904 175

STATE OF NEW JERSEY County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity
Insurance Company) and President (Allegheny
Casualty Company)

Mar a

1936 PARTY COMPANY

On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

OF NEN

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this $12\,$

day of October, 2015

MARIA BRANCO, Assistant Secretary

Caria H. Shaned

<u>6.1.7.</u> **PROPOSAL**

Proposal for Solid Waste Collection beginning January 1, 2016.

Borough of Clayton:

Gold Medal Environmental of NJ INC

I or We

1770 Hurffville Road

Deptford, New Jersey 08080

of

Borough of Clayton

125 N. Delsea Drive

Clayton, NJ 08312

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

Affix seal if

a corporation.

NOTE:

Bidders are required to sign all Option Proposal sheets.

Bidders are invited to bid on all or any Option Proposal.

Signatur

Title

Gold Medal Environmental of NJ INC James Sage, COO

Gold Medal Environmental of NJ INC 1770 Hurffville Road

Deptford, New Jersey 08080

6.2.1. OPTION/PROPOSAL #1 Curbside Trash Collection

The Borough is divided into zones. Solid waste (trash) shall be picked up on the currently scheduled designated days per zones. A map in included in these specifications. Households and businesses provide their own trash containers, and are limited to a maximum of four (4) up to 39 gallon containers (or equivalent) per week. The weight limit is 50 lbs. per container. Trash bags not in containers may be collected by the Contractor as long as the maximum amount of trash per unit is not exceeded. Trash types 9,10, 13, 13C, and 23 are to be collected. Bulk trash (Type 13) shall be limited to one large piece of furniture per week, or 2-3 smaller pieces. Cans/receptacles are to be returned, upright, to their collection locations.

SOLID WASTE PER UNIT COST PER MONTH

Year 1 \$ 4 16

Renewal Year 2

Year 1 Cost Plus the NJ Index Rate - Not to exceed 2%

Renewal Year 3

Year 2 Cost Plus the NJ Index Rate - Not to exceed 2%

Renewal Year 4

Year 3 Cost Plus the NJ Index Rate - Not to exceed 2%

Renewal Year 5

Year 4 Cost Plus the NJ Index Rate - Not to exceed 2%

The Borough has the exclusive option to accept or not to accept your proposal for Contract Renewal Years 2, 3, 4 and/or 5. This option may be exercised, exclusively by the Borough, no less than one hundred-twenty (120) days prior to the expiration of the current contract.

Gold Medal Environmental of NJ INC Name of Firm or Individual James Sage, COO

Title

Attest - If Corporation

Signature

SRURLL NJ 08080

Address

Witness

ROSE MARIE ANN KIENHOLZ Notary Public State of New Jersey My Commission Expires Oct 27, 2019

6.2.2. OPTION/PROPOSAL #2 - Curbside Single Stream Recycling Collection - Borough Owns the

Recyclables

Recycling shall be collected on Tuesday, Wednesday, and Thursday. The Borough is divided into zones. Recyclables shall be picked up on the currently scheduled designated days per zones (same days as trash). A map is included in these specifications. The contractor shall pick up all recycling containers. All containers are to be returned, upright, to their collection locations.

The recycling containers will be provided by the Borough. In addition to the containers provided to all residents and commercial/industrial users, the Borough utilizes recycling containers downtown along NJSH 47 (Delsea Drive) and at its parks and recreation fields. These units will be included in the "Unit Number" for each proposal, and the Contractor shall also collect these recyclables. A list of these locations is provided in Attachment 3.

The contractor shall provide a cost for collecting the Borough's recyclables and taking them to a Class A Facility located either in Gloucester County or in one of the surrounding counties to Gloucester County, that is contracted with the Borough for this purpose.

The Borough owns the recyclable materials.

RECYCLING PER UNIT COST PER MONTH BOROUGH OWNS THE RECYCLABLES

Year 1 \$ 4 82

Renewal Year 2 Year 1 Cost Plus the NJ Index Rate – Not to exceed 2%

Renewal Year 3 Year 2 Cost Plus the NJ Index Rate – Not to exceed 2%

Renewal Year 4 Year 3 Cost Plus the NJ Index Rate – Not to exceed 2%

Renewal Year 5 Year 4 Cost Plus the NJ Index Rate – Not to exceed 2%

The Borough has the exclusive option to accept your proposal for Contract Renewal Year 2, 3, 4 and/or 5. This option may be exercised, exclusively by the Borough, no less than one hundred-twenty (120) days prior to the expiration of the current contract.

Gold Medal Environmental of NJ INC

Names Siage, Edividual

Title

Attest - If Corporation

ROSE MARIE ANN KIENHOLZ Notary Public State of New Jersey My Commission Expires Oct 27, 2019 Address

//Witness

Gold Medal Environmental of NJ INC 1770 Hurffville Road Deptford, New Jersey 08080

6.2.3. OPTION/PROPOSAL #3 - Curbside Single Stream Recycling Collection - Contractor Owns the

Recyclables

Recycling shall be collected on Tuesday, Wednesday, and Thursday. The Borough is divided into zones. Recyclables shall be picked up on the currently scheduled designated days per zones (same days as trash). A map is included in these specifications. The contractor shall pick up all recycling containers. All containers are to be returned, upright, to their collection locations.

The recycling containers will be provided by the Borough. In addition to the containers provided to all residents and commercial/industrial users, the Borough utilizes recycling containers downtown along NJSH 47 (Delsea Drive) and at its parks and recreation fields. These units will be included in the "Unit Number" for each proposal, and the Contractor shall also collect these recyclables. A list of these locations is provided in Attachment 3.

The contractor shall provide a cost for collecting the Borough's recyclables and taking them to the Class A Facility that is contracted with the Borough for this purpose, which is _______. The Contractor owns the recyclable materials.

RECYCLING PER UNIT COST PER MONTH CONTRACTOR OWNS THE RECYCLABLES

Year 1 \$ NO BID

Renewal Year 2

Year 1 Cost Plus the NJ Index Rate - Not to exceed 2%

Renewal Year 3

Year 2 Cost Plus the NJ Index Rate - Not to exceed 2%

Renewal Year 4

Year 3 Cost Plus the NJ Index Rate - Not to exceed 2%

RenewalYear 5

Year 4 Cost Plus the NJ Index Rate - Not to exceed 2%

The Borough has the exclusive option to accept your proposal for Contract Renewal Years 2, 3, 4 and/or 5. This option may be exercised, exclusively by the Borough, no less than one hundred-twenty (120) days prior to the expiration of the current contract.

Gold Medal Environmental of NI NC James Sage, COO

Title

Attest – If Corporation

Address

Witness

ROSE MARIE ANN KIENHOLZ Notary Public State of New Jersey My Commission Expires Oct 27, 2019

Gold Medal Environmental of NJ INC 1770 Hurffville Road Deptford, New Jersey 08080

6.2.4 OPTION/PROPOSAL #4 – Dumpsters

<u>Dumpsters to Be Supplied By</u> <u>Contractor As Follows</u>

- 1. Two (2) 3-yard dumpsters at Silver Lake Academy House One (1) trash and one (1) recycling
- 2. One (1) 3-yard dumpster at DJ Bentz Memorial Soccer Complex
- 3. Two (2) 3-yard dumpster at the Clayton Fire House
- 4. One (1) 3-yard dumpster at the Clayton Little League Field
- 5. One (1) 20-yard dumpster at the Public Works facility
- 6. Two (2) four-yard dumpsters at DelseaView Apartments –One (1) trash and one (1) recycling
- 7. One (1) 3-yard dumpster at the Clayton Municipal Building

Monthly Cost - Year 1

\$1,005

Renewal: Monthly Cost Year 2

1,029

Renewal: Monthly Cost Year 3

1,053

Renewal: Monthly Cost Year 4

1,078-

Renewal: Monthly CostYear 5

1,102

Gold Medal Environmental of NJ INC James Sage, COO

Gold Medal Environmental of NJ INC

1770 Hurffville Road

Deptford, New Jersey 08080

ROSE MARIE ANN KIENHOLZ Notary Public State of New Jersey My Commission Expires Oct 27, 2019

L) ITWEED

- 7. CONTRACT DOCUMENTS
- 7.1. CONTRACT

[FORM SUPPLIED BY BOROUGH OF CLAYTON]

7.2. PERFORMANCE BOND

SUPPLIED BY CONTRACTOR

7.3. VEHICLE DEDICATION AFFIDAVIT

My Commission expires ______, 20__.

	AFFIDAVIT	
STATE OF NEW JERSEY	}	
COUNTY OF	SS: [PROJEC	CT NAME]
OFFICER] of the [NAME OF BI All statements contained in	O BIDDER: OWNER, PARTY DDER, and being duly sworn, a this affidavit are true and corre BODY] rely upon the truth of the	NER, PRESIDENT, OR OTHER CORPORATE a, I depose and say: ect and made with full knowledge that the State of the statements contained in this affidavit and in said
Borough of Clayton, the number of service. I further warrant that in the	of collection vehicles reasonably be event that dedication of vehicle	tract, I agree to commit, for use only in the in the ly calculated to ensure safe, adequate and prope cles for use only in the Borough of Clayton is no posal costs for waste generated outside the Borough
I also understand and agree breach of contract and will entitle the		e representations container herein shall be cause for s arising therefrom.
Name of Firm or Individual	Title	<u>e</u>
Signature	Date	e
Subscribed and sworn to before me the	nis	
day of 20		
Notary Public of		

7.4. CERTIFICATE OF INSURANCE

FORM SUPPLIED BY
CONTRACTOR'S
INSURANCE COMPANY

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY	}				
COUNTY OF	}	s.s.:	[PROJECT NAME]]	
I,[NAME OF AFFIANT in the State [Commonwe being of full age and du	ealth] of aly sworn acc	cording to la		•	
I am employed by the firm of named project, in the capacity of [T] do so. Further, the bidder will comsubcontractors to comply with the pro	ITLE OF AF	FIANT], a provisions	nd I have executed the of Public Law 1975,	Bid Proposal v	with full authority to
Name of Firm or Individual			Title		
Signature			Date	_	
Subscribed and sworn to before me th	is				
day of 20					
Notary Public of					
My Commission expires	20				

ATTACHMENT #1

Procurement and Service Contract - Mandatory Language

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

AMERCANS WITH DISABILITIES ACT OF 1990 Equal Opportunity For Individuals with Disability

The contractor and the Borough of Clayton (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et .seq.), which

prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

ATTACHMENT #3

Borough of Clayton - 2015 MUNICIPAL DATA

TRASH UNITS:

2,918

RECYCLING UNITS:

2,938 (2,918 units plus 12 additional units for Delsea Drive and

8 additional units for Delsea View Apartments)

POPULATION:

8,179

AREA:

7.14 Sq. Miles

TOTAL ROAD MILES:

Approximately 30

TONNAGE REPORT (2014):

Solid Waste:

3,028.44 tons

Recyclable Materials:

930.86 tons

THE BOROUGH OF CLAYTON ADMINISTRATIVE OFFICES 125 N. DELSEA DRIVE CLAYTON, NEW JERSEY 08312 (856)881-2882 PHONE (856)881-0153 FAX

FAX COVER SHEET

DATE_ 10-6-15

TO; John Coggins
AT: Gold Medal Envir
FROM: Christine Newcomb
NUMBER OF PAGES (INCLUDING COVER SHEET)
COMMENTS:
2846 6544 6544 6544 6544 6544 6544 6545 6545 6545 655 65

NOTICE TO BIDDERS

ADDENDUM NO. 1

Trash and Recycling Bid

(Borough of Clayton)

Notice is hereby given that Addendum No. 1 has been issued for the above referenced project as follows:

1. To provide the attached technical data to Bidders regarding (1) Pricing; (2) Marketing Contractor; and (3) Three Years of Data on the Trash/Recycling Tonage.

All other bid requirements for the Trash and Recycling Bid, not amended by Addendum No. 1, remain in effect.

Please indicate receipt of this notice by signing and dating this notice and returning a copy to Christine Newcomb, Borough Clerk, via Fax Transmission (856) 881-0153. You are also required to include an executed copy of the Addendum with your submitted bid and acknowledge receipt of same in the appropriate space in the Form of Proposal.

All Bidders who purchased the bid specifications for this project shall be notified of this Addendum by fax transmission and certified mail.

ADDENDUM NO. 1

RECEIVED AND CONSIDERED BY:

NAME OF BIDDER: GOLD MEDAL ENVIRONMENTAL OF NITING

NAME OF BIDDERS'

REPRESENTATIVE:

JOHN COGGIWS

SIGNATURE OF BIDDER'S

REPRESENTATIVE & TITLE

CIKNERAL MAWAERO

DATE: 10/12/13

LACLAYTON BOROUGHATRASH & RECYCLING BIDS 100115 Notice to Bidders door

TRASH ADDENDUM

I. PRICING

Monthly

Unit Pricing:

Trash

\$4.63 per unit

As of July, 2015

Recycling

\$4.68 per unit

As of July, 2015

II. MAREKTING CONTRACTOR

Contractor for Marketing Recyclables:

OMNI for 2016-2018, possible two, 1-year

extensions.

III. THREE YEARS - TRASH/RECYCLING DATA

TOTAL TONS	<u>TRASH</u>	RECYCLING
2012	2,960.87	943.49
2013	3,071.39	963.83
2014	3,028.44	930.86