

TOWNSHIP OF WAYNE
CONTRACT # 1992
COLLECTION & TRANSPORTATION OF RECYCLABLE MATERIALS
TECHNICAL SPECIFICATIONS

1. INTENT

It is the intent of these specifications to outline the requirements of the Township of Wayne, Passaic County, New Jersey, for the collection and transportation of recyclable materials, from residential premises or properties including condominiums, townhouses and cooperatives in the Township of Wayne that currently exist and that are constructed and occupied during the term of this contract and houses of worship that place material at curbside for collection.

2. SCOPE

Under this contract, recyclable materials shall **NOT** be picked up from commercial establishments, restaurants, stores, shops and/or industries located, or to be constructed, in the Township of Wayne. Recyclable materials generated by and associated with accessory uses, including medical waste from doctors, dentists and laboratories, which are not residential in nature, shall **NOT** be picked up.

3. DEFINITIONS

- a. CONTAINER/RECEPTACLE shall mean any metal, plastic or other hard reusable container, which together with its contents does not weigh more than 50 pounds or have a capacity greater than thirty-five (35) gallons.
- b. TOWNSHIP shall mean Mayor, Council, Business Administrator or their duly authorized representatives. It shall also mean the geographical boundaries or the zone boundaries or the Township of Wayne when used in that manner.
- c. RESIDENTIAL PREMISE shall mean any premise utilizing curbside collection. These shall include, but not be limited to, townhouses, single-family dwellings and trailer parks.
- d. CURBSIDE shall mean the area within five (5) feet of the existing curblines or edge of pavement of a public or private street.
- e. HOUSE OF WORSHIP shall mean any religious, non-profit organization which is tax exempt and has curbside collection of recyclable materials.
- f. CONTRACTOR shall include all personnel, labor, trucks, equipment and other apparatus which may be necessary in the performance of work required for the proper and sanitary collection and transportation of all recyclable material from all houses, buildings, premises and properties as specified herein.
- g. RECYCLABLE MATERIALS shall mean:
 - i. Mixed Paper and Corrugated includes: Uncontaminated newspapers, magazines, periodicals, books, junk mail, discarded letters and envelopes, scrap paper, dry food cartons, cardboard and corrugated (which is cartons made from paper, shaped into folds or parallel and alternating ridges and grooves for rigidity). Mixed paper and corrugated should be flattened and placed in brown paper bags (NO plastic bags) or tied in bundles or placed into a corrugated box that can reasonably be lifted by one person for placement into recycling truck.
 - ii. Commingled Recycling includes: Glass Bottles & Jars, Food, Beverage & Pet Food Cans, All Plastics. This includes all plastic bottles, containers, bottle caps, solid plastic outdoor furniture & plastic toys (remove any metal parts). Do Not Include: Styrofoam, plastic bags, window glass, light bulbs, plates, ceramics, china, crystal, mirrored glass, aerosol cans, paint cans, chemical cans, foil, and food wrappers.
- h. HOLIDAYS shall mean the days listed in 10.a.

4. GENERAL

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- a. The contractor shall have a competent person in attendance, daily, except Sundays, and available by phone from 7:00 A.M. until 4:30 P.M., to receive and transmit to field operators of the collection service, complaints, notices and directions from the Township and to insure that such complaints, notices and directions receive prompt, proper and courteous attention.
- b. All work shall be performed in a proper, workmanlike manner.
- c. The contractor shall provide an inspector or supervisor to be in the Township to keep in touch with field operatives of the Township at all times, to see that all work complies with the requirements set forth herein or any future requirements, to investigate any complaints that may be received and to see to it that they are settled properly and immediately.
- d. PAYMENTS: The Township shall pay to the contractor the contract amount in equal monthly installments.

5. PACKER/REAR LOADING TYPE TRUCKS shall be used for the collection of mixed paper/corrugated and commingled recyclable material.

- a. Some areas of Wayne Township have restricted access due to undersized train trestles and any other reasons, in particular the "Hoffman Grove" community off of Meadow Road. Full size packer trucks cannot get into these areas. Appropriate size trucks must be used wherever packer trucks cannot gain access.
- b. DEDICATION OF VEHICLES: Separate trucks must be assigned for each route for each recyclable material i.e., one truck for mixed paper/corrugated and one truck for commingled recyclables for each route. All trucks must start work at 6:00 a.m. and remain on the job until route is completed.
- c. Use of wrong type of collection truck or insufficient number of trucks shall be subject to a \$1,000.00 fine per day per violation per route.

6. METHOD OF AWARD

- a. The Township hereby reserves the right, within its sole discretion, to award this contract for a period of three (3) years with the option to extend for two additional years, at the same price, upon mutual agreement of The Township and the lowest responsive and responsible bidder.

7. RESPONSIBILITY

- a. It is the intent of the Township to provide a neat, courteous and obliging collection service for its residents. To this end, neither the contractor, contractor's agents nor employees shall solicit, or be permitted to solicit, gratuities of any kind for, or during the performance of any work. The contractor, contractor's agents and employees shall be polite and courteous at all times to the residents and shall give them, within reason, the benefit of the doubt in all disputes.
- b. MISSED PICK-UPS: In the event of a missed pick-up, the contractor shall provide for collection on later than 12:00 P.M. on the following day.
 - i. Failure to comply may subject the contractor to a \$1,000.00 fine per day.
 - ii. If recycling containers are destroyed by the contractor's work force due to negligence, or removed by mistake, the contractor shall, at his/her own expense have them replaced with new ones which are equally as good as the originals.
- c. The contractor shall be liable for any and all damages to any buildings or property or for the loss of any nature, whatsoever, sustained by an individual as the result of any act of omission or commission on the part of the contractor, his agents or employees. The Township shall be the sole judge of the reasonableness of all claims submitted and its decision shall be final and binding upon the contractor.

- d. If the contractor fails to satisfactorily settle a claim within five (5) days after being notified by the Township that the claim is just, the Township may pay the claim and deduct the amount thereof from the next payment due said contractor.
- e. Scavenging recyclable materials by the contractor's employees shall not be permitted and is prohibited by Chapter 141 of the Code of the Township of Wayne.
- f. Any and all recyclable materials spilled on sidewalks, streets, driveways or lawn areas must be gathered up by the collector at the time of the occurrence. All trucks must carry a broom and shovel.
- g. The contractor shall not solicit additional compensation for any services required under this contract with the Township.
- h. Where any questions arise as to the contractor's responsibility under this contract, the Director of Public Works or her designee shall have the right to interpret the specifications. Such interpretation shall be binding on both the contractor and the Township.

8. INTERRUPTION OF SERVICE

- a. Performance of this contract as specified herein, shall be provided without interruption.
- b. In the event that services to be performed by the contractor should be interrupted by reason of a strike by said contractor's employees or for any reason, and as a result of said interruption and the Township must remove the recyclable materials, a rebate for such services shall be made by the contractor for expenses incurred by the Township.

9. TOWNSHIP POWERS

- a. The contractor shall in the performance of this contract be acting as an independent contractor.
- b. The contractor recognizes and acknowledges that the proposed agreement is not intended, and shall not be construed as, a delegation of police or other powers of the Township. The Township reserves the right, authority and discretion, notwithstanding any provision herein, to adopt all rules and regulations with respect to the collection and transportation of residential recyclables.
- c. **TERMINATION OF CONTRACT:**
 - i. Change of Circumstances: Where circumstances and/or the needs of the Township significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director of Purchasing or his designee may, by resolution of the Governing Body, terminate a contract entered into as a result of this bid, upon no less than thirty (30) day notice to the vendor and an opportunity to respond.
 - ii. For Cause: The Director of Public Works or her designee may, by resolution of the Governing Body, in the following circumstances, notify the non-complying vendor that the contract may be rescinded and the Township may purchase goods and/or services through another source and charge the defaulting vendor the difference in price, if any:
 - iii. Refusal of a non-conforming vendor to bring goods or services into compliance;
 - iv. Refusal of a vendor to answer inquiries/complaints from the Department of Public Works within ten (10) days;
 - v. Rejection of goods.
- d. The Director of Purchasing may, upon continued or willful failure to perform, suspend or debar the vendor from future bids.

10. GENERAL SPECIFICATIONS: COLLECTION AND TRANSPORTATION OF RECYCLABLE MATERIALS

Route plan and days of collection of recyclables shall be provided to the contractor by the Township within ten (10) days after the award of a contract by the governing body, and before actual collection service begins. (Attached is the current “2015 Public Works Bulletin” with collection schedule for the Township’s sixteen (16) routes). “2015 Public Works Bulletin” available online at: <http://www.waynetownship.com/bi-yearly-schedule-download.html> “Recycling Zone Map” available online at <http://www.waynetownship.com/2014-01-29-13-52-24.html>

- a. Recycling routes are collected every other week on the following schedules:

WEEK 1		WEEK 2	
Monday:	Route 1	Monday:	Routes 6 & 15
Tuesday:	Routes 2 & 11	Tuesday:	Routes 7 & 16
Wednesday:	Routes 3 & 12	Wednesday:	Route 8
Thursday:	Routes 4 & 13	Thursday:	Route 9
Friday:	Routes 5 & 14	Friday:	Route 10

- b. The contractor shall not collect recyclable materials which are contaminated with miscellaneous garbage or materials other than those specified herein. The contractor shall immediately notify the Township of any and all addresses that are in noncompliance.
- c. **THE CONTRACTOR MAY BE SUBJECT TO A MAXIMUM PENALTY OF \$1,000.00 PER VIOLATION SHOULD THIS ARTICLE BE VIOLATED.**
- d. There shall be no collection of recyclables on the following Township Holidays. The Township reserves the right to add or delete from this list.
 - New Year’s Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
- e. Alternate collection dates for these Holidays shall be provided within three (3) days of the Holiday. Dates shall be agreed upon by the Township. Cost for this service shall be included in the per month bid price. The alternate collection dates for remainder of 2015 have already been established and published in the attached “2015 Public Works Bulletin”.
- f. The contractor shall deliver all mixed papers/corrugated to the market designated by the Township. Said market shall be within a twenty (20) mile radius of the perimeter of the Township.
- g. The contractor shall deliver, all commingled recyclable materials to a market designated by the Township. Said market shall be within a twenty (20) mile radius of the perimeter of the Township.
- h. **THE CONTRACTOR MAY BE SUBJECT TO A MAXIMUM PENALTY OF \$1,000.00 PER VIOLATION SHOULD THIS ARTICLE BE VIOLATED.**
- i. The Township shall be responsible for any processing costs and/or shall receive any proceeds from the sale of any recyclable materials.
- j. The Township of Wayne reserves the right to increase or decrease the type of recyclable materials to be collected by the successful bidder. Said increase/decrease shall be determined by the Township’s ability to market said materials. Any contract costs that may be affected by said changes may be renegotiated, if necessary, and shall be subjected to mutual agreement by both parties and approval by resolution on the Governing Body.

11. RESIDENTIAL COLLECTION AND TRANSPORTATION SERVICE

- a. SCHEDULE: Collection and transportation of all recyclable materials shall be provided every other week for each route, based on a five (5) day week schedule, excluding Saturdays and

Sundays. Collection shall be made between the hours of 6:00 A.M. and 4:00 P.M. with the exception of roads owned by Passaic County; on these roads collection shall be between the hours 9:00 A.M. and 3:00 P.M. Any violation of this section shall be subject to a \$1,000.00 fine per day, per collection truck.

Passaic County Roads in Wayne Township

Alps Road	Mountain View Blvd.
Berdan Avenue	Newark Pompton Turnpike
Black Oak Ridge Road	Oldham Road
Central Avenue	Parish Drive
Church Lane	Pompton Road
Colfax Road	Pompton Plains Cross Road
Dawes Highway	Preakness Avenue
Fairfield Road	Ratzer Road
French Hill Road	Reinhardt Road
Greenwood Avenue	Riverview Drive
Hamburg Turnpike	Terhune Drive
Holy Cross Way	Totowa Road
Jackson Avenue	Valley Road
Lakeside Avenue	
Maple Avenue	

- b. COLLECTION: All collections shall be made from the sidewalk, curb or roadside in front of residential dwelling or houses of worship, whether or not roadway is deemed public or private.
- c. Empty containers shall be replaced in their proper position where found in front of dwelling in an upright position so as not to block walkways, driveways or streets. The contractor shall reimburse the homeowner for loss and/or damage to containers as the result of negligent handling. Throwing of containers is prohibited and may result in a \$1,000.00 penalty per day, per incident.

12. CONTACT

- a. All questions regarding the required forms for this shall be directed, in writing, to:
Eileen Kuca
Specifications Writer – Purchasing Department
475 Valley Road
Wayne, NJ 07470
kucae@waynetownship.com

**TOWNSHIP OF WAYNE
 CONTRACT # 1992
 COLLECTION & TRANSPORTATION OF RECYCLABLE MATERIALS
 BID PROPOSAL FORM**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

Type or Print Name: _____

Title: _____

The undersigned proposes to furnish the Collection and Transportation of Recyclable Materials pursuant to the bid specification in the following terms:

	TERM	PART	UNIT PRICE PER MONTH	EXTENDED PRICE PER CONTRACT YEAR
A.	3 Years <i>11/01/2015 – 10/31/2018</i>	Collection & Transportation of Recyclable Materials	\$ _____	\$ _____

 Signature of Authorized Agent

 Date

(Corporate Seal)

