



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 02/03/14 07:00 PM

2014 RESOLUTION AWARD OF CONTRACT

CURBSIDE RECYCLING PICK-UP AND COLLECTION

WHEREAS, in accordance N.J.S.A. 40A:11-1 et seq., "Local Public Contracts Law" any contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids or bidding therefore and shall be awarded by resolution of the governing body if the work is performed by handicapped persons employed by a sheltered workshop; and

WHEREAS, First Occupational Recycling & Waste has provided documentation from the State of New Jersey designating them as a sheltered workshop; and

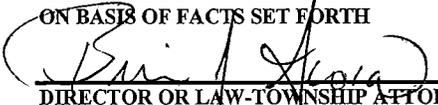
WHEREAS, the Township of Bloomfield Department of Public Works and Parks received a proposal from First Occupational Recycling & Waste, Inc., 31 Styertowne Road, Clifton, New Jersey 07012, for a two (2) year contract to provide curbside recycling pick-up and collection at the following cost: Year 1: \$308,000.00, Year 2: \$308,000.00; and

WHEREAS, the proposal was referred to the Township Engineer and the Department of Public Works & Parks Director for review; and

WHEREAS, after review of the proposal it was determined that First Occupational Recycling & Waste was qualified to perform recycling pick-up services based upon the following:

1. First Occupational Recycling & Waste has provided recycling pick-up for the Township of Bloomfield for the past five years and has experience and knowledge in providing these services specifically to the Township of Bloomfield.

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH



DIRECTOR OR LAW-TOWNSHIP ATTORNEY

- 2. The proposed costs for providing these services were reviewed by the Township Engineer and Department of Public Works Director and found to be well below the present costs being paid by the Township for this service and therefore will result in significant annual savings to the Township.
- 3. Continued use of First Occupational Recycling & Waste will result in an uninterrupted transition of services from the current contract to the new contract.
- 4. First Occupational Recycling & Waste has experience in recycling pick-up with other municipalities, including the Township of Bloomfield and have been determined to be qualified to perform these services.

WHEREAS, the Director of Finance has indicated that funding is available in the Township of Bloomfield operating budget.

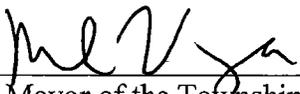
NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey hereby accepts the recommendation of the Township Engineer and he may enter into a contract for the collection of curbside recycling with First Occupational Recycling & Waste Incorporated for a two (2) year period at the indicated annual rates.

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I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on February 10, 2014.



 Municipal Clerk of the Township of Bloomfield



 Mayor of the Township of Bloomfield

<input checked="" type="checkbox"/> Vote Record - Resolution 3324							
<input checked="" type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Defeated <input type="checkbox"/> Withdrawn <input type="checkbox"/> Tabled <input type="checkbox"/> Approved <input type="checkbox"/> Approved by Consensus <input type="checkbox"/> Not Discussed <input type="checkbox"/> Tabled with No Vote <input type="checkbox"/> Discussed <input type="checkbox"/> Veto by Mayor <input type="checkbox"/> Approved No Vote <input type="checkbox"/> Deferred			Yes/Aye	No/Nay	Abstain	Absent	
	Elias N. Chalet			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Nicholas Joanow			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Carlos Bernard			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Wartyna Davis			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Joseph Lopez			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Carlos Pomares			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Michael J. Venezia			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

First Occupational Recycling & Waste Incorporated
31 Styertowne Road, Clifton, New Jersey 07012

Contract for Recycling Collection
For
Township of Bloomfield, Municipal Plaza, Bloomfield, New Jersey

THIS AGREEMENT, made the 1st Day of March, 2014

Between

THE TOWNSHIP OF BLOOMFIELD, party of the first part; (Herein after referred to as the Municipality, having its principal address at Municipal Plaza, Bloomfield, New Jersey 07003

And

FIRST OCCUPATIONAL RECYCLING AND WASTE INC., (Herein after referred to as (FORWI) a corporation of the State of New Jersey, having its principal office at 31 Styertowne Road, Clifton, New Jersey 07012, party of the second part,

WITNESSETH:

Section 1

It is the intention of FORWI to create jobs for its handicapped clients while providing an important public service by means of a curbside collection program for recyclable materials. Furthermore, it is FORWI's intention to raise funds to support other programs for the disabled & disadvantaged and to play a role in the conservation of energy, natural resources and landfill space.

Section 2 - Work to Be Performed

FORWI will collect designated recyclable materials: newspaper, junk mail, cardboard and magazines, and on alternate weeks commingled glass, aluminum, and tin food/beverage containers, as well as plastic bottles from curbside at all residences within the boundaries of the Municipality. FORWI will not be obligated to collect material not prepared in accordance with Section 6 and Section 8 of this contract. FORWI shall haul all recycling materials directly to markets.

Section 3 - Collection Equipment:

FORWI will provide an appropriate number of collection vehicles on each collection route. The vehicle will bear identification on two (2) sides. FORWI will insure and maintain the vehicles and will provide a backup vehicle in the event that the primary vehicles are unavailable.

Section 4 - Labor:

FORWI will provide all labor necessary to fulfill the terms of this Contract. The collection crew will consist of a driver/supervisor and an appropriate number of ground men to load the designated materials from curbside to the collection vehicle and to discharge those designated materials at a recycling market.

Section 5 - Telephone Number:

FORWI will provide a local telephone number and a receptionist who will be available during regular working hours (8:30 a.m. to 4:30 p.m.) to receive citizen complaints relating to collection operations. All reasonable complaints will be handled in a prompt, courteous manner. The Municipality will also provide a local telephone number to answer citizen inquiries about the collection program, schedule and the requirements of the Ordinance.

Section 6 - Manner of Collection:

Collection will take place weekly on Monday through Friday alternating material each week. In the event that a scheduled collection falls on a holiday, FORWI will collect on the next day in accordance with the following schedule; the municipality will supply a truck, driver and workers to assist in this collection based on original agreement.

HOLIDAY	DATE	SCHEDULED/ COLLECTION
New Year's	1/1/2014	Wednesday/Collection on Thursday
Memorial Day	5/26/2014	Monday/Collection on Tuesday
4 th of July	7/4/2014	Friday/Collection on Saturday
Labor Day	9/1/2014	Monday/Collection on Tuesday
Thanksgiving	11/27/2014	Thursday/Collection on Friday
Christmas	12/25/2014	Thursday/Collection on Friday

In the event that a scheduled collection is cancelled due to inclement weather, FORWI will collect on the next scheduled collection for that particular material. FORWI shall be responsible for any omitted collections and will hold the Municipality harmless and indemnify the Municipality from any liability or claim arising out of or related to any failure or omission to collect when scheduled. All collection will occur between the hours of 6:00 a.m. and 6:00 p.m. Recyclables to be collected must be placed at curbside or street side in front of each residence as described in Section 2. Materials to be collected must be placed at curbside prior to 6:00 a.m. on the scheduled collection day.

Section 7 - Municipal Ordinance:

The Municipality shall enforce an Ordinance which shall provide that all recyclable materials placed at the curb for scheduled collections in the prescribed areas shall become the property of the Municipality. The Ordinance will designate FORWI as the sole curbside collector of recyclables. The Ordinance will also provide penalties for scavengers. The Ordinance will also require residents to place their recyclable materials at the curb on the specified collection day and in the manner stated in Section 8.

Section 8 - Rules and Regulations:

The "Rules and Regulations for Recycling" shall define the acceptable collection materials. Newspaper, cardboard, magazines and junk mail must be bundled or placed in brown bags and may not exceed one foot in height or thirty (30) pounds in weight. Plastic bags are not acceptable. FORWI is authorized to leave at the curb any paper not prepared in conformance with the Ordinance and the "Rules and Regulations." Glass, aluminum, tin food and beverage containers and plastic bottles will be collected commingled and must be placed at the curb in a reusable container weighing not more than fifty (50) pounds. Paper and plastic bags are not acceptable. FORWI is authorized to leave at the curbside any materials not prepared in conformance with the ordinance and the "Rules and Regulations".

Section 9 - Publicity:

The Municipality will be responsible for publicizing and promoting the recyclable collection program. FORWI will cooperate in preparation of the campaign, but shall not expend any monies beyond the cost of affixing program identification to the collection vehicles.

Section 10 - Unanticipated Costs:

Any additional costs arising out of events unanticipated within the framework of this Contract shall be settled by negotiation among the parties to the Contract.

Ability to Perform

FORWI will consider the Municipality's best interests as its own. If, at any time, FORWI considers its ability to render the best service compromised in any way, it will bring such concerns to the municipality's attentions so that the parties' relationship will be maintained.

Quality Control:

FORWI has established policies for quality control which involved the highest levels of its management. Visits and inspections by supervisors and or managers are routine, and follow up, where necessary, is immediate.

Cost of Service:

FORWI will provide the services described herein at a cost as follows;

Contract Period	Cost	Monthly Billing
• Year 1 March 1, 2014 - February 28, 2015	\$ 308,000.00	25,666.67
• Year 2 March 1, 2015 - February 28, 2016	\$ 308,000.00	25,666.67

Accounts:

Accounts are rendered monthly and are due upon presentation. Any account that remains unpaid at the end of the following month is surcharged at the rate of 2%. Service will be terminated in the event that an invoice remains delinquent after two months. Any questions regarding accounts should be immediately addressed to the Executive Director at FORWI.

Termination:

This agreement may be terminated, with or without cause by either party upon thirty (30) days written notice sent certified mail, return receipt.

Contract:

This proposal constitutes the complete Contract between the parties. The Contract will remain in full force and effect for Two (2) years and will be renewed upon mutual agreement between FORWI and the Municipality. All renewals, extensions, and modifications must be in writing and signed by both parties, and will be attached to this Contract.

Section 12 - Insurance:

FORWI shall provide and keep in force General Liability Insurance with the Municipality named as an additional insured, and Workers Compensation Insurance coverage - both in amounts satisfactory to the Municipality, covering all services to be provided hereunder for the term of this Contract and any extensions, renewals or modifications.

The Municipality agrees to enter into a contract for services with FORWI. The foregoing attachments constitute the complete Contract between the parties, together with any mutually agreed upon modifications which will be in writing. This document defines the responsibilities of both parties.

The Municipality agrees that services commenced March 1, 2014 and will continue through February 28, 2016

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of

March _____, 2014

ATTEST:

**FIRST OCCUPATIONAL RECYCLING
& WASTE, INC. (FORWI)**

JOHN M. COX
Vice President

ROCCO J. MEOLA
President & CEO



LOUISE PALAGANO
Township Clerk



Michael J. Venezia
Mayor, Township of Bloomfield

By: _____

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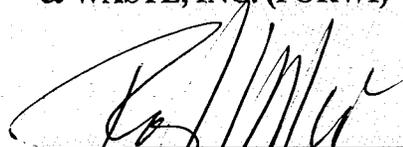
March 31, 2014

ATTEST:

**FIRST OCCUPATIONAL RECYCLING
& WASTE, INC. (FORWI)**



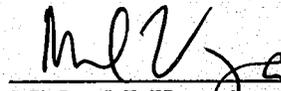
JOHN M. COX
Vice President



ROCCO S. MEOLA
President & CEO



LOUISE PALAGANO
Township Clerk



Michael J. Venezia
Mayor, Township of Bloomfield

_____ By: _____