

**SALEM COUNTY IMPROVEMENT AUTHORITY**

**RESOLUTION 2023-36**

**FEBRUARY 9, 2023**

**RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY  
AUTHORIZING AWARD OF THE QUOTE FOR COLLECTION,  
RECYCLING AND DISPOSAL OF HOUSEHOLD HAZARDOUS  
WASTE TO ACV ENVIRONMENTAL SERVICES, INC.**

**WHEREAS**, The Salem County Improvement Authority ("SCIA") has a need for collection, recycling and disposal of household hazardous waste ("HHW"); and

**WHEREAS**, quotes were requested and same were reviewed at the SCIA Solid Waste Office, located at 286 Welchville Road, Alloway, NJ 08001 on February 2, 2023; and

**WHEREAS**, ACV Environmental Services, Inc. ("ACV") submitted a quote for collection, recycling and disposal of HHW on or before February 2, 2023; and

**WHEREAS**, after due diligence, SCIA has determined the quote from ACV to be the lowest quote, responsive to the request and in the best interest of SCIA and desires to award the quote and to enter into an agreement for the services as described in the quote documents; and

**WHEREAS**, SCIA has determined that the cost of the 2023 HHW collection event contract will exceed the sum of \$17,500.00, but be less than \$44,000.00, (SCIA's bid threshold amount) and therefore requires Board approval for this expense; and

**WHEREAS**, ACV has filed the required campaign contribution disclosure forms under the Pay to Play laws of the State of New Jersey with SCIA and ACV being eligible thereunder for the award of the contract; and


**WHEREAS**, funds are available in the Recycling accounting line item in the full amount of the cost of the two scheduled HHW collection events;

**NOW, THEREFORE, BE IT RESOLVED** by SCIA as follows:

1. The contract for collection, recycling and disposal of HHW is awarded to ACV.
2. The Chairman and Secretary are authorized, on behalf of SCIA, to execute a contract that complies with the terms and requirements of the bid and is subject to the preparation, review and approval of the SCIA Solicitor.

ATTEST:

  
Barry Davis, Secretary

  
Susan Bestwick, Chairperson

## CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Improvement Authority Board at their regular meeting held February 9, 2023.

A handwritten signature in black ink, appearing to read "Barry R. Davis". The signature is written in a cursive style with a large initial "B".

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Barry Davis, Secretary

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:	ACV Environmental Services, Inc.		
Address:	1500 Rahway Avenue		
City:	Avenel	State:	NJ
		Zip:	07001

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Kevin Fitzgerald Digitally signed by Kevin Fitzgerald  
Date: 2023.02.08 10:12:57 -05'00'

Signature \_\_\_\_\_

Kevin Fitzgerald

Printed Name \_\_\_\_\_

Area Vice President

Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

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## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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**AGREEMENT BETWEEN  
SALEM COUNTY IMPROVEMENT AUTHORITY  
AND ACV ENVIRONMENTAL SERVICES, INC.**

This AGREEMENT ("Agreement") is entered into and shall become effective on February \_\_, 2023, by and between the Salem County Improvement Authority ("SCIA") and ACV Environmental Services, Inc., a \_\_\_\_\_ corporation ("Contractor").

**WHEREAS**, there exists a need for collection, transportation, recycling and/or disposal of household hazardous waste for SCIA.

**WHEREAS**, bids were received and opened by SCIA on February 2, 2023, in response to a solicitation that was duly advertised pursuant to the New Jersey Open Public Contract Law, N.J.S.A. 40A: 11-1 et seq., entitled "Bids for Collection, Recycling and/or Disposal of Household Hazardous Waste Countywide Collection Program, SCIA HHW Bid-2023 ("Bid").

**WHEREAS**, Contractor submitted a bid in response to the Bid ("Contractor's Bid Documents") which Contractor, pursuant to its Bid Documents, was determined to be the lowest responsible bidder.

**WHEREAS**, Contractor is qualified to render collection, transportation, recycling and/or disposal of household hazardous waste services on behalf of the SCIA.

**WHEREAS**, the SCIA desires to enter into this Agreement with Contractor.

**NOW THEREFORE**, the undersigned parties hereby covenant and agree as follows:

1. Appointment of Contractor:

SCIA hereby agrees to retain Contractor for collection, transportation, recycling and/or disposal of household hazardous waste and the Contractor hereby agrees to perform those services as set forth in the Bid and Contractor's Bid Documents.

2. Scope of Services:

The Contractor, in a good, professional and workmanlike manner, in conformity with the Bid, Contractor's Bid Documents and the responsibilities, demands and ethics of the profession

shall provide and perform the services for SCIA specified in the Bid and the Contractor's Bid Documents. ("Services").

3. Duration of Agreement:

This Agreement shall remain in full force and effect from February 9, 2023, through February 8, 2024, and covering two household hazardous waste day events on April 15, 2023, and October 21, 2023, respectively. In addition, SCIA shall have the sole option of extending this Agreement for an additional year under the same terms and conditions upon thirty (30) days written notice to Contractor. Except as provided by law, prices shall be firm and unchanged as set forth in Contractor's Bid Documents for the term of this Agreement and any extension thereof.

4. Services of Contractor:

The Contractor will perform the Services and shall be compensated at the rates indicated in Contractor's Bid Documents upon submission of all required documentation including properly processed service requisitions and duly itemized vouchers:

5. Rate of Compensation:

Rate of compensation for the above-described services are as follows:

a. One dollar and fifty-four cents (\$1.54) per pound for reception, identification, segregation, bulking, packaging, transportation, recycling and disposal of all materials collected on April 15, 2023, from 8:00 a.m. to 12:00 p.m. at the Salem County Improvement Authority Administrative Offices, 286 Welchville Road, Alloway, New Jersey.

b. One dollar and fifty-four cents (\$1.54) cents per pound for reception, identification, segregation, bulking, packaging, transportation, recycling and disposal of all materials collected on October 21, 2023, from 8:00 a.m. to 12:00 p.m. at the Salem County Improvement Authority Administrative offices, 286 Welchville Road, Alloway, New Jersey.

6. Insurance Coverage:

Contractor shall comply with all insurance requirements outlined in the Bid documents and SCIA **must** be named as an "Additional Insured" and "Certificate Holder" on

Contractor's liability policies. It is understood and agreed by the parties that these policies are primary and not contributory. All policies required under this Agreement shall be in effect for the duration of this Agreement and the Certificate(s) of Insurance presented by Contractor to SCIA must include a clause stating that the insurance may not be canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to SCIA.

7. Relationship of the Parties.

Nothing in this Agreement is intended to, or shall operate to, create a partnership, joint venture, or agency relationship between the parties, or to authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). SCIA and Contractor agree and acknowledge that Contractor will provide the Services as an independent contractor and not as a representative or agent of SCIA.

8. Contractor's Representations and Warranties:

(a) Contractor is and has been engaged in the business of managing, collecting, transporting, recycling and/or disposing of hazardous waste and hazardous materials and has developed the requisite expertise for the management, handling, transportation and disposal of such material.

(b) Contractor will perform the Services in full compliance with all applicable statutes, rules, regulations and ordinances of the federal, state and local governments in the jurisdictions where any of the Services are performed.

(c) Any recycling and/or disposal facility used by Contractor to perform the Services will have all required and necessary permits, licenses, certificates and approvals from any federal, state or local government or authority having jurisdiction over such facility to allow the facility to accept, store, treat, process, recycling or dispose of the hazardous wastes and materials that are the subject of this Agreement.

(d) In the event any recycling or disposal facility used by Contractor to provide the Services during the term of this Agreement: (i) loses its permitted status, (ii) has its permitted status suspended for any period of time, or (iii) is or becomes the subject of action by any government agency or authority which could reasonably results in the loss or suspension of its permitted status, Contractor will promptly notify SCIA in writing of such events.

9. Contractor Indemnification. Contractor shall indemnify and hold SCIA and its officers, employees, representatives and board members ("SCIA Indemnified Parties") harmless from and against all suits, actions, losses, penalties and damages of every nature and description brought against the any of the SCIA Indemnified Parties, arising from or related to this Agreement or the performance of the Services by, on behalf of or at the request of Contractor.

10. Applicable Law.

This Agreement shall be governed in all respects by the laws of the State of New Jersey without regard to conflicts of law principles. Venue shall be in the Superior Court of New Jersey, County of Salem.

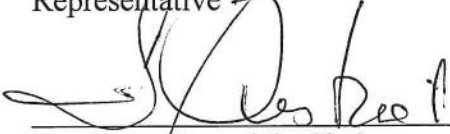
11. Breach of Agreement.

In the event either party to this Agreement shall be in breach, the non-breaching party shall be entitled to seek any and all remedies available to it in law or in equity. The prevailing party in any litigation, arbitration or mediation proceeding shall be entitled to reasonable attorney's fees and costs of suit.

ATTEST:

Salem County Improvement Authority  
Representative

  
By: Barry Davis, Secretary

  
By: Susan Bestwick, Chairperson

ATTEST:

ACV ENVIRONMENTAL  
SERVICES, INC.

By: