

BOROUGH OF ENGLISHTOWN
SOLID WASTE
COLLECTION SERVICE

1. INSTRUCTIONS TO BIDDERS

1.1. THE BID

The Borough of Englishtown is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and disposal services commencing on January 1, 2022, with alternates and options to extend the Contract an additional four years, in accordance with the terms of these Bid Specifications and *N.J.A.C. §7:26H--6, et seq.*

1.2. CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven (7) days, Saturday and Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the ASBURY PARK PRESS and the NEWARK STAR LEDGER.

1.3. BID OPENING

All bid proposals will be publicly opened and read by the Municipal Clerk on December 8, 2021, at 11:00 AM, at 15 Main Street, Englishtown, New Jersey. Bids must be delivered by hand or by mail to the Municipal Clerk no later than that time. 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.

1.4. DOCUMENTS TO BE SUBMITTED

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

- A. Certified photocopies of bidder's Certificate of Public Convenience and Necessity and an approval letter issued in conformance with *N.J.S.A. §13-1E-126*;
- B. Questionnaire setting forth experience and qualifications;
- C. 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 Englishtown Borough;
- D. Non-collusion Affidavit;
- E. Stockholder Statement of Ownership;
- F. Certificate of Surety;

- G. Bid Proposal;
- H. New Jersey Business Registration Certificate; and
- I. Other submissions mandated by law.

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, and statements required to be submitted by the bidder at the time of the bid opening.

"Bid Guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the Contracting unit, ensuring that the successful bidder will enter into a Contract.

"Bid Specifications" mean all documents, requesting bid proposals for municipal solid waste collection services contained herein.

"Bulky Waste" means large items of solid waste, such as, but not limited to, household appliances (any appliance normally operated with freon, with certification sticker of freon removal attached), furniture, branches, and other oversized items whose size precludes or complicates handling by normal collection, excluding recyclables and recyclable materials. One (1) Bulky item can be put out curbside every Friday.

"Certificate of Insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Collection Site" means the location of waste containers on collection day.

"Collection Source" means a generator of designated municipal waste to whom service will be provided under the Contract.

"Consent of Surety" means a Contract guaranteeing that if the Contract is awarded, the surety will provide a performance bond.

"Contract" means the written agreement executed by and between the successful bidder and the Governing Body and shall include the bid proposal, the bid specifications, and an agreement similar in form to the one attached to these bid documents.

"Contract Administrator" is the person authorized by the Contracting unit to procure and administer contracts for solid waste collection services. The Borough Clerk is designated as the Borough of Englishtown Contract Administrator.

"Contracting Unit" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part within the territorial boundaries of any county or municipality which exercise functions which are appropriate for

the exercise by one or more units of local government, and which have statutory power to make purchases and enter into contracts or agreements for the performance of any work of 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 possible responsible bidder to whom award of the Contract shall be made.

"Designated Collected Recyclable Material" means glass, aluminum, tin and bi-metal cans, newsprint, and plastic for residential collection, as well as cardboard and high-grade paper for commercial collection.

"Designated Collected Solid Waste" means solid waste type No. 1. 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 Monmouth County Solid Waste Management Plan for use by the Borough of Englishtown.

"Governing Body" means the Governing Body of the municipality, when the contract or agreement is to be entered into by or on behalf of a municipality, as further defined in N.J.S.A. 40A:11-2.

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed.

"Legal Newspaper" means the Asbury Park Press.

"Proposal Forms" means 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 in Section 5 herein. The service area is the entire Borough of Englishtown.

"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*, as may be amended. 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 Englishtown in the Public Advertisement for Bids.

- C. Each bidder shall sign, where applicable, all bid submissions as follows:
 - i. For a corporation, by a principal executive officer;
 - ii. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 - iii. A duly authorized representative if
 - a. The authorization is made in writing by a person described in Sections 1 or 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 an option for subsequent years. The Borough of Englishtown may, at its discretion, award the Contract to the bidder whose aggregate bid price for the base contract, or any combination of alternate and optional years in addition to the base contract, is the lowest responsible bidder; provided, however, the Borough of Englishtown shall not award the Contract based on the bid price for only additional years.
- 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.*, as may be amended, shall be rejected as non-responsive.

3.2. BID GUARANTEE

A Bid Guarantee in the form of a bid bond, cashier's check, or certified check, made payable to the Borough of Englishtown in the amount of 10% of the highest aggregate 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 Guarantee shall become the property of the Borough of Englishtown.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Borough of Englishtown.

3.4. "OR EQUAL" SUBSTITUTIONS

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Borough of Englishtown.

3.5. COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state, and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the Contract, in the performance of the Contract.

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must execute and submit, as part of the Bid Proposal, a "Non-Collusion Affidavit", which at a minimum shall attest that:

- A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity, or government entity in connection with the above-named project;
- B. All statements made in the Bid Proposal are true and correct and made with the full knowledge that the Contracting unit relies upon the truth of those statements in awarding the Contract; and
- C. No person or business is employed to solicit or secure the Contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to *N.J.A.C. §7:26-16, et seq.*

3.7. NO ASSIGNMENT OF BID

The bidder may not assign, sell, transfer, or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the Contract provided that the Borough of Englishtown agrees to the assignment or other disposition. No such assignment or 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 Borough of Englishtown shall award the Contract or reject all bids within the time specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough of Englishtown's decision, in writing.
- B. The Contract will be awarded to the bidder whose aggregate bid price for the base contract and the selected additional years is the lowest responsible bid.

- C. The Borough of Englishtown 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 accordance with prevailing law. In the event that the Borough of Englishtown rejects all bids, the Borough of Englishtown shall publish a notice of re-bid no later than ten (10) days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen (14) calendar days of the award of the Contract, the Borough of Englishtown 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, Certificate of Insurance, the Vehicle Dedication Affidavit, the appropriate affirmative action documentation, and other documentation required. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of Englishtown to declare the Contractor non-responsive and to award the Contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Borough of Englishtown 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*, and other prevailing law. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4 PERFORMANCE BOND

- A. For the base contract year(s), 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 time of the delivery of the executed Contract as set forth in Section 4.2 above. In the event that the successful bidder fails to provide said Performance Bond, the Borough of Englishtown may award the Contract to the next lowest 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.
- B. Failure to deliver a Performance Bond for any year of a multi-year Contract one hundred twenty days (120) prior to the termination of the current bond will constitute a breach of Contract and will entitle the Borough of Englishtown 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 equal to the costs incurred by the Borough of Englishtown in rebidding 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 (7) days after receipt of notification of the Borough of Englishtown's intent to award any Contract, the Contractor must submit one of the following to the Contracting unit:
 - i. If the Contractor has a federal affirmative action plan approval, which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its letter of approval.
 - ii. If the Contractor has a Certificate of Employee Information Report, the Contractor shall submit a photocopy of the certificate.
 - iii. If the Contractor has none of the above, the Contracting unit shall provide the Contractor with an (A.A.302) Affirmative Action Employee Information Report.
- C. If the Contractor does not submit the affirmative action document within the required time period, the Borough of Englishtown may extend the deadline by a maximum of fourteen (14) calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of Englishtown 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 Englishtown 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

Unless prevailing law declares otherwise, 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 Form(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, (and if prevailing law allows) in accordance with this paragraph. If any mathematical corrections must be made on any Bid Proposal, then the Borough of Englishtown may not award a Contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1. TERM

The Contractor shall provide service for the base contract year(s) and provide a bid to provide such service for each optional year. The Borough of Englishtown retains the right to award the contract based on the lowest bid for the base contract and/or the lowest bid for the base contract and optional years combined.

A. ALTERNATE BASE CONTRACTS

The Contractor shall collect and dispose of solid waste annually, twice weekly, or weekly from November through March for a period of one year, throughout the Borough of Englishtown on routes and scheduled so that each street and property thereon will have collection. The specified days of collection will be determined in coordination with the Contractor and the Governing Body of the Borough of Englishtown, but in no event will these days be Saturday or Sunday, and each day of collection must be at least three days from the next day of collection. A limited Bulky Waste pick-up will be scheduled with every other collection, with the specific day to be determined in coordination with the Contractor and the Governing Body of the Borough of Englishtown, but in no event will that day be Saturday or Sunday.

B. OPTIONS

The Borough shall have the option to renew the Contract for up to three (3) additional years, which option shall be exercised on sixty days' notice by the Borough to the Contractor prior to the expiration of each year of collection under this Contract.

5.2. SCOPE OF WORK

The Contractor shall provide collection, removal, and disposal of solid waste from within the entire territorial and geographical boundaries of the Borough of Englishtown for Residential Properties. Commercial and Industrial Properties are to contract individually for refuse removal. In the event a property is a hybrid property, the residential portion of that property shall be deemed to be within the scope of this Contract.

- A. The Contractor shall take reasonable steps to ensure that no recyclables are collected with the solid waste. The Borough of Englishtown shall provide stickers indicating that recyclable material is mixed with solid waste. It shall be the responsibility of the Contractor to tag said solid waste accordingly. The Contractor can refuse to collect such tagged containers.

B. Point of collection:

- i. All solid waste to be collected and disposed of by the residents shall be placed at the curb or within three (3) feet of the improved roadway. Only one (1) collection point shall be permitted per residential user. In the case of corner lots, solid waste shall be placed at the improved roadway most accessible to the collection vehicle or as directed by the Contract Administrator. Roads without curbs shall have a collection point within three (3) feet of the edge of the usable portion of said road.
- ii. All solid waste to be collected and disposed of by residents of English Club, Oxford Crossing and Stamford Square, shall be placed in bulk containers at a central location within the complex.
- iii. No solid waste containers shall be placed in any improved roadway or sidewalk or traveled way in the Borough of Englishtown or in such a condition as would increase the potential of the containers becoming a traffic hazard. The collections under this Contract shall be made from all residences throughout the Borough of Englishtown. This shall include those streets that are temporarily closed for repairs or construction.

5.3. CONTAINERS

Solid waste containers shall be watertight and made of metal or plastic with a tight-fitting cover and handles. Each container shall have a capacity of not less than fifteen (15) gallons or more than thirty (30) gallons and shall not exceed fifty (50) pounds when containing recyclable materials. Plastic disposal bags not less than three mil thick shall be accepted as solid waste containers.

5.4. COLLECTION SCHEDULE

- A. All collection services, as described in these specifications, shall be performed on all designated days no earlier than 6:00 AM and shall be completed no later than 4:00 PM.
- B. The Contractor shall provide a list of holidays celebrated by the Contractor with the Bid Proposal. Should a scheduled collection day fall on a holiday, the Contractor shall provide for collection on the first day following the holiday which the landfill is open.

5.5. SOLID WASTE DISPOSAL

- A. All solid waste collected within the Borough of Englishtown shall be disposed of in accordance with the Monmouth County Solid Waste Management Plan and/or the regulations of the New Jersey Department of Environmental Protection. For the term of this Contract, all waste collected pursuant to the terms of the Contract shall be disposed at the Monmouth County Reclamation Center located in Tinton Falls, New Jersey, unless the site becomes unavailable.

- B. The Borough of Englishtown reserves the right to designate a disposal facility in accordance with the Monmouth County Solid Waste. Management Plan and/or any waste flow orders, or in the event that the designated Disposal Facility is unable to accept waste. The Borough of Englishtown will assume all additional costs or benefits that are associated with such designation.
- C. In that the Borough of Englishtown is responsible for the disposal costs or “tipping fees” for the disposal of solid waste, the Contractor will be in breach of this Contract if any solid waste or other material is comingled on any truck with solid waste collected pursuant to this Contract. The Borough of Englishtown reserves the right to hold the Contractor liable for the entire cost of disposal of material from any truck containing any material collected other than pursuant to this Contract.

5.6. 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 watertight. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.
- C. All vehicles shall be maintained in good working order and shall be constructed, used, and maintained so as to reduce unnecessary noise, spillage, and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this Contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.
- D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the Contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications or a vehicle otherwise compromises the safety of residents of the Borough of Englishtown. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

5.7. 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.

5.8. TELEPHONE FACILITIES AND EQUIPMENT

- A. The Contractor must provide and maintain an office within reasonable proximity of the Borough of Englishtown 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 by the Contractor on all collection days, between the hours of 8:00 AM and 5:00 PM. The Borough of Englishtown shall list the Contractor's telephone number in the Telephone Directory along with other listings for the Borough of Englishtown, as well as on its website.

5.9. FAILURE TO ACT

The Contractor shall report to the Contract Administrator, within one (1) hour of the start of the collection day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where collection is scheduled on a one collection per week basis, that collection will be made as soon as possible, but in no event later than the next scheduled collection day.

5.10. 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 Englishtown.
- B. The Contractor shall submit a copy of all complaints received and the action taken to the Borough of Englishtown.

5.11. 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 Liquidated Damages in the amount of \$500.00 for each breach of this section.

5.12. INVOICE AND PAYMENT PROCEDURES

The Contractor shall submit all invoices for collection and disposal services in accordance with the requirements of this section.

- A. Within thirty (30) days after the end of each calendar month during the term of the Contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough of Englishtown for the preceding calendar month (the "Billing Month"). Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Borough of Englishtown for reimbursement.
- B. The Borough of Englishtown shall pay all invoices within thirty (30) days of receipt. The Borough of Englishtown will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of Englishtown shall have thirty (30) days from the date of receipt of the corrected invoice to make payment.
- C. Invoices shall specify the number and type of vehicle used for collection in the Contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough of Englishtown shall be charged shall be the difference between the weight of the vehicle upon entering the Disposal Facility and the tar weight of the vehicle. In the event the vehicle contains any material not collected pursuant to this Contract at the time it enters the Disposal Facility, the truck will be deemed to have entered the Disposal Facility with no weight attributable to the Borough of Englishtown.
- 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 Englishtown shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. In no event, however, will the Borough of Englishtown reimburse the Contractor for any truck entering the Disposal Facility with any material not collected pursuant to this Contract. 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:
 - i. The Amount of the invoice;
 - ii. The origin of the waste;
 - iii. The truck license plate number;
 - iv. The total quantity and weight of the waste; and
 - v. The authorized tipping rate, plus all taxes and surcharges.
- E. Where the Borough of Englishtown will pay the costs of disposal, the Disposal Facility shall bill the Borough of Englishtown directly for all costs (including taxes and surcharges).

- F. The Contractor may utilize a Materials Recovery Facility (MRF) for intermediate processing as long as the residue is disposed of in a manner consistent with *N.J.A.C. §7:26-2B.9*. In the event that the Contractor chooses to utilize a MRF, the Contractor shall identify the MRF on the proposal forms.

5.13. COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, he or she shall be immediately suspended upon the demand of the Borough of Englishtown. The Borough of Englishtown shall notify the Contractor and specify how the employee is incompetent or disorderly and the Contractor shall take steps to correct and remedy the situation, including disciplinary action, if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the Contract must possess and maintain a valid New Jersey driver's license for the type of vehicle operated.

5.14. 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 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.

5.15. 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-6.19* (unless otherwise required by law, the amount of insurance shall be acceptable to the Borough of Englishtown). The insurance policy shall name the Borough of Englishtown and its agents, representatives, and employees as an additional named insured, indemnifying the Borough of Englishtown with respect to the Contractor's actions (or inactions) pursuant to the Contract.

5.16. CERTIFICATES

Upon notification by the Borough of Englishtown, the lowest responsible bidder shall supply to the Contract Administrator, within five (5) days of notification, a Certificate of Insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.17. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Borough of Englishtown (and its agents, representatives, and employees) from and against all claims, damages, losses, judgments, and expenses, including all reasonable expenses incurred by the Borough of Englishtown on any of the aforesaid claims, that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

5.18. TERMINATION

The Borough of Englishtown reserves the right to terminate the Contract, with cause or without cause, upon sixty (60) days written notice.

5.19 CONTRACTOR'S CERTIFICATION

The Contractor represents and certifies that it has and will maintain during the effective period of the Contract with the Borough of Englishtown all certifications/licenses mandated by all prevailing authorities.

5.20. COMPLIANCE WITH LEGAL REQUIREMENTS

The Contractor acknowledges that all aspects of the bidding process and the contract award process shall comply with prevailing New Jersey law.

6. BIDDING DOCUMENTS

6.1. BIDDING

DOCUMENT CHECKLIST

- A. Certified photocopies of bidder's Certificate of Public Convenience and Necessity and an approval letter issued in conformance with *N.J.S.A. §13:1E-126*.
- B. Statement of bidder's qualifications, experience, and financial ability.
- C. A Bid Guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough of Englishtown.
- D. Stockholder Statement of Ownership.
- E. Non-collusion Affidavit.
- F. Consent of Surety.
- G. Bid Proposal.
- H. New Jersey Business Registration Certificate

Name of Firm or Individual

Title

Signature

Date

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

Name _____

Complete Address _____

Telephone Number _____

Certificate Number _____

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

Date _____

**STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE
AND FINANCIAL ABILITY
BOROUGH OF ENGLISHTOWN SOLID WASTE COLLECTION**

AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF _____) SS:

I, _____ am the _____ of _____, and
being duly sworn, I depose and say:

1. All of the answers set forth in the attached Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the attached Questionnaire are given by me for the express purpose of inducing the Borough of Englishtown to award a contract for recyclable waste collection services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the Borough of Englishtown will rely upon the information provided in the attached Questionnaire in determining the lowest, responsible bidder to be awarded the contract.
4. I also understand and agree that the Borough of Englishtown may reject the bid proposal in the event that the answers to any of the foregoing questions is false.
5. I do hereby authorize the Borough of Englishtown, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the attached Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough of Englishtown with any information necessary to verify the answers given.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this
Day of _____, 2021

Notary Public
My commission expires:

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

QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for recyclable waste collection and disposal for the Borough of Englishtown. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name?

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

3. Has the bidder failed to perform any contract awarded to it by the Borough of Englishtown in the past five (5) years? If the answer is "Yes", state when, where and why. A complete explanation is required.

4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Borough of Englishtown in the past five (5) years? _____. If the answer is "Yes", state when, where and why. A complete explanation is required.

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

6. List the government solid waste collection and disposal services or recyclable waste disposal contract that the bidder has completed within the last five (5) years. Give detailed answers to questions below relating to this subject.

- (a) Name of contracting unit;
- (b) Approximate population of contracting unit;
- (c) Term of contract (from/to);
- (d) How the material was collected;
- (e) Give the location of disposal site or sites and methods used in the disposal of solid waste; and
- (f) Name and telephone number of contract administrator or some other official in charge of collection and disposal.

7. State (on a separate sheet) 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 the equipment described above be inspected?

9. 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.

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.

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

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

13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection, and the financial statement or balance sheet of the bidder, certified by a certified public accountant.

14. Additional remarks

STOCKHOLDER STATEMENT OF OWNERSHIP

In conformance with Chapter 33 of the Public Laws of 1977, the following listing represents the names and addresses of all stockholders in the bidding corporation or partnership who own ten percent (10%) or more of its stock of any class or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein:

1. Name _____ Percentage: _____
Address: _____
2. Name _____ Percentage: _____
Address: _____
3. Name _____ Percentage: _____
Address: _____
4. Name _____ Percentage: _____
Address: _____
5. Name _____ Percentage: _____
Address: _____
6. Name _____ Percentage: _____
Address: _____
7. Name _____ Percentage: _____
Address: _____
8. Name _____ Percentage: _____
Address: _____
9. Name _____ Percentage: _____
Address: _____
10. Name _____ Percentage: _____
Address: _____

NON-COLLUSION AFFIDAVIT
BOROUGH OF ENGLISHTOWN SOLID WASTE COLLECTION

STATE OF NEW JERSEY)
COUNTY OF _____) SS:

I, _____ resident of the municipality of _____ in the State of New Jersey, being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of the bidder submitting the Bid Proposal for the above-named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above project. All statements contained in said Bid Proposal and in this Affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Englishtown 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:

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this
Day of _____, 2021

Notary Public
My commission expires:

BOROUGH OF ENGLISHTOWN SOLID WASTE COLLECTION

STATE OF NEW JERSEY)
COUNTY OF _____) SS:

I certify that on, _____ 2021 _____
Personally came before me and acknowledged under oath to my satisfaction, that this person (or
if more than one, each person):

1. is named in and personally signed the attached document;
2. signed, sealed, and delivered this document as his or her act and deed; and
3. signed this proof to attest to the truth of these facts.

Name

Title

CONSENT OF SURETY

In consideration of the premises contained herein and of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the undersigned Surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitted in same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required to do so by the Borough of Englishtown, and if said Contractor shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the Borough of Englishtown any increase between the sum to which the said Contractor would have been entitled upon the completion of the said contract and the sum which the said Borough of Englishtown may be obligated to pay another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bid plus the cost, if any, of re advertising for bids for this project, less the amount of any certified check or bid bond payable and received by the Borough of Englishtown.

In witness whereof, said Surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this ___ day of _____, 2021.

(a corporate acknowledgment and statement of authority to be attached here by Surety).

By: _____
Surety Company
Attorney-in-fact

Surety Company

Attest:

(Surety may substitute similar statement subject to the Borough of Englishtown approval)

Witness

Title

Surety (Seal)

Witness

Title (Seal)

PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we (1) _____, and (2) _____
_____ hereinafter called "Principal" and (3)
_____ of State of _____ hereinafter called the

"Surety", are held and firmly bound unto the Borough of Englishtown, hereinafter called "Owner" in the penal sum of _____ Dollars (\$) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2021, a copy of which is hereto attached and made part hereof for the performance of _____:

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason or failure to do so, and shall reimburse and repay the Owner all outlay and expenses which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tolls, consumed or used in connection with the completion of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any ways affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2021.

ATTEST:

Principal Secretary

Principal

By: _____

(Address)

Witness to Principal

ATTEST:

Surety Secretary

Surety

By: _____

Attorney in fact

(Address)

Witness as to Surety

SEAL:

BID PROPOSAL

**Proposal for Solid Waste Collection Services beginning
January 1, 2022.**

Borough of Englishtown, New Jersey

I or We of _____

(COMPLETE ADDRESS)
(CITY, STATE, ZIP)

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

NOTE: Bidders are required to sign all Option Proposal Sheets
Bidders are invited to bid on any or all Option Proposals.

The work to be performed shall consist of the collection and disposal of all solid waste within the Borough of Englishtown, New Jersey, as noted in the Bid Specifications.

Alternate #1

Bi-Weekly January-December

1. Base Contract

Contract price for one (1.0) year \$ _____

written out _____

Annual Charge, each new property \$ _____

A. Option Portion of Contract

Contract price for first additional year \$ _____

written out _____

Annual Charge, each new property, first additional year \$ _____

Contract price for second additional year \$ _____

written out _____

Annual Charge, each new property, second additional year \$ _____

Contract price for third additional year \$ _____

written out _____

Annual Charge, each new property, third additional year \$ _____

Alternate #2

Weekly November-March
Bi-Weekly April-October

2. Base Contract

Contract price for one (1.0) year \$ _____

written out _____

Annual Charge, each new property \$ _____

A. Option Portion of Contract

Contract price for first additional year \$ _____

written out _____

Annual Charge, each new property, first additional year \$ _____

Contract price for second additional year \$ _____

written out _____

Annual Charge, each new property, second additional year \$ _____

Contract price for third additional year \$ _____

written out _____

Annual Charge, each new property, third additional year \$ _____

Alternate #3

Bi-Weekly January-December

3. Base Contract

Contract price for two (2.0) year \$ _____

written out _____

Annual Charge, each new property \$ _____

A. Option Portion of Contract

Contract price for first additional year \$ _____

written out _____

Annual Charge, each new property, first additional year \$ _____

Contract price for second additional year \$ _____

written out _____

Annual Charge, each new property, second additional year \$ _____

Contract price for third additional year \$ _____

written out _____

Annual Charge, each new property, third additional year \$ _____

Alternate #4

Weekly November-March
Bi-Weekly April-October

4. Base Contract

Contract price for two (2.0) year \$ _____

written out _____

Annual Charge, each new property \$ _____

A. Option Portion of Contract

Contract price for first additional year \$ _____

written out _____

Annual Charge, each new property, first additional year \$ _____

Contract price for second additional year \$ _____

written out _____

Annual Charge, each new property, second additional year \$ _____

Contract price for third additional year \$ _____

written out _____

Annual Charge, each new property, third additional year \$ _____

Alternate #5

Bi-Weekly January-December

5. Base Contract

Contract price for three (3.0) year \$ _____

written out _____

Annual Charge, each new property \$ _____

A. Option Portion of Contract

Contract price for first additional year \$ _____

written out _____

Annual Charge, each new property, first additional year \$ _____

Contract price for second additional year \$ _____

written out _____

Annual Charge, each new property, second additional year \$ _____

Alternate #6

Weekly November-March
Bi-Weekly April-October

6. Base Contract

Contract price for three (3.0) year \$ _____

written out _____

Annual Charge, each new property \$ _____

A. Option Portion of Contract

Contract price for first additional year \$ _____

written out _____

Annual Charge, each new property, first additional year \$ _____

Contract price for second additional year \$ _____

written out _____

Annual Charge, each new property, second additional year \$ _____

Waste directed to: Monmouth County Reclamation Center, Tinton Falls.

Rate per ton: _____

Individual

Name of Firm or Title

Signature

Date

Signature

Date

VEHICLE DEDICATION AFFIDAVIT

BOROUGH OF ENGLISHTOWN SOLID WASTE COLLECTION

STATE OF NEW JERSEY)
COUNTY OF _____) SS:

I, _____ am the _____ of
_____ and being duly sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Englishtown rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for said project.

At all times during the performance of the collection contract, I agree to commit, for use only in the Borough of Englishtown, the number of collection vehicles reasonably calculated to ensure safe, adequate, and proper service. I further warrant that in the event that dedication of vehicles for use only in the Borough of Englishtown is not feasible, that the Borough of Englishtown will not be responsible for disposal costs for waste generated outside the Borough of Englishtown.

I understand and agree that failure to comply with the representations contained herein shall be a breach of contract and will entitle the Borough of Englishtown to damages arising therefrom.

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me this
day of _____, 2021.

Notary Public
My Commission expires:

AFFIRMATIVE ACTION AFFIDAVIT

BOROUGH OF ENGLISHTOWN SOLID WASTE COLLECTION

STATE OF NEW JERSEY)
COUNTY OF _____)ss:

I _____, resident of the municipality of _____, in the State of New Jersey, being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above-named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this
day of _____ 2021.

Notary Public
My commission expires:

MANDATORY AFFIRMATIVE ACTION LANGUAGE

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

- a. 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, affectional or sexual orientation, disability, nationality, or sex. Except with respect to 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, affectional or sexual orientation, disability, nationality, or sex. 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 contracting officer setting forth the provisions of this nondiscrimination clause;
- b. 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, affectional or sexual orientation, disability, nationality or sex;
- c. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he 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.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with: i. The applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2; or ii. A binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation or sex, 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.

In conforming with the applicable employment goals, 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, affectional or sexual orientation or sex, 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).

Bidders are required to comply with the requirements of P.L.1975, c. 127, N.J.S.A. 10:5-31 et seq.

