

UNIFORM BID SPECIFICATIONS
BOROUGH OF BUENA
SOLID WASTE COLLECTION SERVICE

BID OPENING DATE: September 19, 2017

**LOCATION: Borough of Buena Municipal Building
616 Central Avenue
Minotola, NJ 08341**

TIME: 11:00 a.m.

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Mayor and Council of the Borough of Buena, Atlantic County, New Jersey on **September 19, 2017 at 11: a.m.** prevailing time, in the conference room of the Administration Building of the Borough of Buena, 616 Central Avenue, Minotola, NJ 08341.

SOLID WASTE COLLECTION SERVICE

Specifications and bid forms may be obtained beginning July 13, 2017 at the Administration Building of the Borough of Buena, 616 Central Avenue, Minotola, NJ 08341 during regular business hours at a non-refundable fee of \$25.00 to the bidder.

Each bid must be accompanied by a certified check, bid bond, or cashier's check in an amount equal to ten percent (10%) of the total amount bid, but not in excess of \$20,000. Certified checks to be made payable to the Borough of Buena. All bids must be enclosed in a properly sealed envelope bearing on the outside the name of the bidder and the nature of the bid contained therein. Each bid must be accompanied by Consent of Surety.

Each successful bidder will be required to furnish bonds as follows:

(a) The first day and on each anniversary of the contract a performance bond in a sum equal to 100 percent (100%) of that year's amount of contract.

Such performance bond must be furnished by the successful bidder simultaneously with the delivery of the executed contract by such bidder. Further, the successful bidder must furnish to the Borough of Buena policies of Certificates of Insurance as required by the Contract Documents.

Each bidder is required to submit with its proposal a "Business Registration Certificate" (Form BRC (08-01) as stated in C57, Laws of 2004, S1778, N.J. Department of Treasury/Division of Revenue 609-292-1730. This form **MUST** be provided at the time of the bid proposal. **FAILURE TO DO SO IS A FATAL NON CURABLE DEFECT IN THE BID PROPOSAL. THERE IS NO EXCEPTION.**

Bidders are required to comply with the requirements of P.L. 1975, c. 127, and Chapter 33, P.L. 1977.

The Mayor and Council reserve the right to waive any informalities or to reject any and all bids.

By order of the Mayor and Council of the Borough of Buena.

Maryann Coraluzzo
Borough Clerk

Press of Atlantic City

1. INSTRUCTIONS TO BIDDERS

1.1. THE BID

The Borough of Buena is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a period of 5 years to commence on October 1, 2017 and ending on the date as specified in each Option attached hereto, but no later than September 30, 2022 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 days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the Daily Journal and in the Press of Atlantic City published in the State of New Jersey.

1.3. BID OPENING

All bid proposals will be publicly opened and read by the Borough Clerk at the Administration Building Conference Room located at 616 Central Avenue, Minotola, NJ 08341. Bids must be delivered by hand or by mail to the Borough Clerk no later than 11:00 a.m. on September 19, 2017. 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:

1. A photocopy of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Borough of Buena;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety;
7. Business Registration Certificate: and
8. Bid Proposal.

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

2. DEFINITIONS

"Bid proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

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

"Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services contained herein.

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

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

"Collection source" means a generator of designated collected solid 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, and the bid specifications.

"Contract Administrator" is the person authorized by the contracting unit to administer contracts for solid waste collection services.

"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, including or operating in whole or in part, within the territorial boundaries of any country or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials

or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

"Contractor" means the lowest responsible bidder to whom award of the contract shall be made.

"Designated collected solid waste" means solid waste types 10 and 13. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers incensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms. The contractor shall further collect, remove and dispose of the contents of each public trash basket or receptacle placed along the streets and in public places of the Borough.

"Disposal facility" means those sites designated in the Atlantic County Solid Waste Management Plan for use by the Borough of Buena. Authorized disposal facilities which accept the types of waste that will be collected pursuant to this contract include either the Atlantic County Utility Authority, 6700 Delilah Road, Egg harbor Township, New Jersey. No other facility is so designated.

"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.A.C. 40A:11-2.

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

New Year's Day, Memorial Day, Independence Day, Labor Day,

Thanksgiving and Christmas

"Legal newspaper" means the publications approved by the governing body through resolution and the Press of Atlantic City, The Daily Journal and Atlantic County Record.

"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 in which the services will be provided to the contracting unit under the contract described below.

The Borough of Buena is located on the western tip of Atlantic County, New Jersey. The overall area of the Borough of Buena is 7.9 square miles and is bounded by Buena Vista Township to the north, east and south (Lake Road, Friendship Road, Hammonton Road, Wheat Road and Lincoln Avenue), by the City of Vineland on the southwest (Cumberland County).

"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.

"Yard Trimmings" means vegetative matter, including, but not limited to, grass clippings, leaves, and brush.

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids

must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Buena in the advertisement for bids.

C. Each bidder shall sign, where applicable, all bid submissions as follows:

1. For a corporation, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in sections 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

D. The bid proposal contains option bids. The Borough may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder, provided, however, the Borough shall not award the contract based on the bid price for separate options.

E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq. shall be rejected as non-responsive.

3.2. BID GUARANTEES

A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Buena in the amount of 10% of the highest aggregate year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the

manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Borough of Buena.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

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

3.4. “BRAND NAME OR EQUIVALENT”

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

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 Buena 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 Buena shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough's decision, in writing, by certified mail.

B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.

C. The Borough reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Borough rejects all bids, the Borough shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Borough of Buena shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of Buena to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Borough of Buena shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-2 and N.J.A.C. 7:26H-6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4. PERFORMANCE BOND

A For a one-year contract, the successful bidder shall provide a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond concurrently to the Borough upon the delivery of the executed contract.

B Failure to provide the required one year performance bond at the time and

place specified by the Borough of Buena shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Borough of Buena may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.

C For a multi-year contract, the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond concurrently to the Borough of Buena Clerk's Office Municipal Building 616 Central Avenue Minotola, New Jersey. upon delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Borough with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

D. Failure to deliver a performance bond for any year of a multi-year contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough in re-bidding the contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

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 will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal

4.7. ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and the 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, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Borough may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1. The Contractor shall provide collection, removal and disposal from within the service area known as the Borough of Buena, as defined in Section 2 above.

A. The Borough of Buena has approximately 1,554 residential dwellings (Class II Residential) which are eligible for residential solid waste collection in accordance with these Specifications. These residential dwellings eligible for solid waste collection include duplexes and triplexes in which the owner resides.

B. The current population of the Borough of Buena is approximately 3,749 people according to the 2010 US Census Bureau. Additional information may be obtained at <http://11buenaboro.org/pdfs/Census.pdf>. There are no projections for substantial increases or decreases in population during the life of the proposed contract.

C. The population of the Borough of Buena does not fluctuate on a seasonal basis.

D. Residential Waste and recyclable materials are currently collected from the Borough of Buena.

E. The Borough of Buena does not project any substantial increases in the generation of residential solid waste or bulky waste over the term of the proposed contract.

F. The residents of the Borough of Buena are required to bring waste containers and bulky waste which may be eligible for disposal to curbside for collection, or as close to curbside as possible.

G. Commercial and institutional waste, as well as yard trimmings, are specifically excluded from the collection contract for residential waste (type 10 waste) to be awarded by the Borough of Buena.

H. The Contractor shall collect all residential waste to be placed in containers at the curbside of residential properties in the Borough of Buena, together with litter from municipal properties in the Borough and one item of bulky waste per trash collection day. All solid waste collected shall be disposed of in accordance with the Atlantic County Solid Waste Management Plan. For the term of the contract, the Borough anticipates that all waste collected will be disposed of at the Atlantic county Improvement Authority.

I. Every container shall be entirely emptied and carefully returned to the locations from which it was taken, in original upright positions, with lids replaced. Containers shall not be thrown so as to damage them and shall not be left in the roadway or garage entrance.

J. In the event any container is broken beyond use as a result of action by the Contractor or its employees, the container shall be replaced immediately at the expense of the Contractor. In the event Contractor fails to replace any such container, the Borough shall have the right to purchase same for the resident whose container was damaged and to deduct the cost of same from monies due under the contract.

K. The tonnage reports for residential type 10 waste for years 2014, 2015, 2016, 2017 to May 31, 2017 are as follows:

2014	1558.32
2015	1625.09
2016	1621.44
2017 to May 31	719.35

5.2 COLLECTION SCHEDULE

A. The Contractor will be required to pick up designated collected solid waste and eligible bulky waste once each week, 52 weeks per year. Contractor agrees to collect solid waste from each residential property provided for in the specifications once per week. Contractor further agrees that trash collection will be made on Tuesdays of each week. In the event the Contractor finds it necessary to change the collection days above set forth, Contractor shall first notify the Borough Administrator for submission to Council for approval. If the change is approved by council, Contractor thereafter shall be solely responsible to give proper and adequate notice to all

residents of the Borough who are affected by the change, including direct mailing to each affected household.

B. Collection shall be made with as little disturbance as possible and without unnecessary noise, between the hours of 7am and 6pm, prevailing time, which hours may be changed from time to time provided that the Contractor shall solely be responsible to give adequate notice to each property owner who is affected by the change in schedule prior to making such change as specified herein above in paragraph 5.2 A.

C. In the event a scheduled collection day shall fall on a Holiday, contractor may exempt such Holiday from the collection schedule provided it collects solid waste on the day before or after such Holiday and provided further that it notifies the borough Clerk of the alternate day chosen at least two weeks prior to such Holiday.

D. At all times, the Contractor shall use every precaution to prevent any materials from being spilled during the course of collections, and any materials so spilled shall be immediately picked up and removed and the area left in a clean condition.

5.5. COLLECTION SCHEDULE

A. All collection services, as described in these specifications, shall be performed on all designated days between 7:00 a.m. and 6:00 p.m.

B. The following legal holidays are exempted from the waste collection schedule:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

5.6 SOLID WASTE DISPOSAL

A. All solid waste collected within the Borough of Buena shall be disposed of in accordance with the Atlantic County Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at the Atlantic County Utility Authority Landfill.

B. The Borough of Buena reserves the right to designate another disposal facility in accordance with the Atlantic County Solid Waste Management Plan or in the event that the designated Disposal Facility is unable to accept waste. The Borough of Buena will assume all additional costs or benefits That Are Associated with Such Designation.

C the Contractor Shall Provide Services for Each Option Awarded by the Borough Council. For All Options, the Borough of Buena Will Be Required to Pay Disposal Cost Charged by the Atlantic County Utility Authority for the Disposal of Solid Waste and One Item of Bulky Waste per Week per Living Unit.

OPTION 1

The collection of Designated Collected Solid Waste and One Bulky Item, (1) 2 Yard Dumpster at the Louise Basile Senior Complex (Contractor to Supply Dumpster), (1) 2 yard dumpster at the Minotola Fire Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Landisville Fire Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Emergency Management Service Station (Contractor to supply dumpster), and (1) 8 yard dumpster at the Buena Borough Municipal Building (Contractor to supply dumpster), (4) 4 yard dumpsters at the Buena Terrace Apartment Complex (owner to supply dumpsters). Collection shall be in accordance with these specifications once per week on Tuesdays of each week, for a period of one year commencing October 1, 2017 and ending September 30, 2018.

OPTION 2

The collection of Designated Collected Solid Waste and one bulky item, (1) 2 yard dumpster at the Louise Basile Senior Complex (Contractor to supply dumpster), (1) 2 yard dumpster at the Minotola Fire Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Landisville Fire Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Emergency Management Service Station (Contractor to supply dumpster), (1) 8 yard dumpster at the Buena Borough Municipal Building (Contractor to supply dumpster), and (4) 4 yard dumpsters at the Buena Terrace Apartment Complex (Owner to supply dumpsters). Collection shall be in accordance with these specifications once per week on Tuesdays of each week, for a period of two years commencing October 1, 2017 and ending September 30, 2019.

OPTION 3

The collection of Designated Collected Solid Waste and one bulky item, (1) 2 yard dumpster at the Louise Basile Senior Complex (Contractor to supply dumpster), (1) 2 yard dumpster at the Minotola Fire Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Landisville Fire Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Emergency Management Service Station (Contractor to supply dumpster), (1) 8 yard dumpster at the Buena Borough Municipal Building (Contractor to supply dumpster) and (4) 4 yard dumpsters at the Buena Terrace Apartment Complex (owner to supply dumpsters). Collection shall be in accordance with these specifications once per week on Tuesdays of each week for a period of three (3) years commencing October 1, 2017 and ending September 30, 2020, with an option for a two (2) year extension.

OPTION 4

The collection of Designated Collected Solid Waste and one bulky item, (1) 2 yard dumpster at the Louise Basile Senior Complex (Contractor to supply dumpster), (1) 2 yard dumpster at the Minotola Fire Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Landisville Fire

Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Emergency Management Service Station (Contractor to supply dumpster), (1) 8 yard dumpster at the Buena Borough Municipal Building (Contractor to supply dumpster), and (4) 4 yard dumpsters at the Buena Ter., Apartment Complex (owner to supply dumpsters). Collection shall be in accordance with these specifications once per week on Tuesdays of each week for a period of four (4) years commencing October 1, 2017 and ending September 30, 2021, with an option for a one (1) year extension.

OPTION 5

The collection of Designated Collected Solid Waste and one bulky item, (1) 2 yard dumpster at the Louise Basile Senior Complex (Contractor to supply dumpster), (1) 2 yard dumpster at the Minotola Fire Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Landisville Fire Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Emergency Management Service Station (Contractor to supply dumpster), (1) 8 yard dumpster at the Buena Borough Municipal Building (Contractor to supply dumpster) and (4) 4 yard dumpsters at the Buena Terrace Apartment Complex (owner to supply dumpsters). Collection shall be in accordance with these specifications once per week on Tuesdays of each week for a period of five (5) years commencing October 1, 2017 and ending September 30, 2022.

5.7. VEHICLES AND EQUIPMENT

- A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.
- B. All collection trucks shall be compaction types, completely enclosed and water-tight. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment

other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.

C All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce necessary noise, spillage and odor. The Contract Administrator, or his designee, 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, or his designee may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Borough Clerk, or his designee.

5.8. NAME ON VEHICLES

The name, address and service phone number of the Contractor shall be placed clearly and distinctly on both sides of all vehicles used in connection with the collection services.

5.9. TELEPHONE FACILITIES AND EQUIPMENT

A. The Contractor must provide and maintain an office within reasonable proximity of the Borough of Buena with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.

B. Telephone service shall be maintained on all collection days, between the hours of 9:00 a.m. and 5:00 p.m. The Borough shall list the Contractor's telephone number in the Telephone directory along with the listing for the Borough.

5.10. FAILURE TO COLLECT

A. The Contractor shall report to the Borough Clerk, 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 the solid waste as soon as possible but in no event later than the next calendar day.

B. Should the Contractor fail to collect solid waste in accordance herewith, the Contract Administrator shall notify the Contractor by electronic mail of said failure and may remedy such failure by requiring the Department of Public Works to remedy the same and charging the cost thereof against the contract and causing the cost to be paid as a deduction from the contract price. The Contractor shall further be penalized the sum of \$200.00 for each offense. The Contract Administrator shall notify the Contractor in writing of any fine which will be placed on monies due the Contractor and thereafter shall certify such amount due to the Borough CFO who shall thereupon deduct the amount of any such fine or penalty from the amount due the Contractor by the borough unless the Contractor objects to such fine, in writing within ten days after receiving notice of the same. The Borough Council shall hold a hearing and shall determine the validity of such fine within sixty days of receipt of such objection.

5.11. COMPLAINTS

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator, within twenty-four (24) hours of the receipt of same, including the removal of any missed garbage receptacles. 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 Contract Administrator or his designee.

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

5.12. SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any work or services provided in connection with the contract.

5.13. INVOICE AND PAYMENT PROCEDURE

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

1. Within 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 Buena for the preceding calendar month (the "Billing Month").

2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Borough for reimbursement.

B. The Borough of Buena shall pay all invoices within 30 days of receipt. The Borough of Buena will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of Buena shall have 30 days from the date of receipt of the corrected invoice to make payment.

C. The Contractor shall submit all invoices setting forth the costs (including all taxes and surcharges) of disposal billed by the Disposal Facility, which will be paid directly by the Borough to the Disposal Facility.

D. The invoices shall specify the number and type of vehicle used for collection in the Borough of Buena; 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 shall be charged shall be the difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle.

E. 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 shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and types of vehicles used for collection in the Borough: the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the Disposal Facility showing:

1. The amount of the invoice;
2. The origin of the waste;
3. The truck license plate number;
4. The total quantity and weight of the waste; and
5. The authorized tipping rate plus all taxes and surcharges.

E. Where the Borough will pay the costs of disposal, the disposal facility shall bill the Borough directly for all costs (including taxes and surcharges).

5.14. COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work and if any person employed shall appear incompetent or disorderly, the Borough of Buena 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 must possess a valid New Jersey driver's license for the type of vehicle operated.

5.15. SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Contract Administrator, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes.

5.16. INSURANCE REQUIREMENTS

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. The insurance policy shall name the Borough of Buena as an Additional Named Insured indemnifying the Borough of Buena with respect to the Contractor's actions pursuant to the Contract.

The amount of this insurance shall be as follows:

- A Workers Compensation- unlimited coverage and in accordance with New Jersey statutes for employer's liability.
- B Comprehensive General and Contractual Liability insurance coverage. Policy to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract. Bodily Injury Liability limits of \$1,000,000 each person and Property Damage Liability limits of \$3,000,000 each occurrence, and
- C. Comprehensive Automobile Liability insurance coverage. Bodily Injury Liability limits of \$500,000 each person and \$1,000,000 each occurrence. Property Damage Liability limits of \$1,000,000 each occurrence.

- D. The Insurance certificate shall list the governing body as additional insured on the Comprehensive General Contractual Liability, Automobile Liability, and umbrella policies.
- E. Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without thirty (30) days prior written notice to the contract Clerk. All insurance required pursuant to above shall remain in full force and effect until the final contract payment.
- F. Each insurance policy shall provide that neither the contractor, nor its insurer, shall have a right to subrogation against the governing body. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.
- G Umbrella Liability insurance policy written on an occurrence basis with a minimum combined single limit of “\$5,000,000” as “Follow Form” excess of the Contractor’s Employer’s Liability, Commercial General Liability and Comprehensive Automobile Liability insurance policies required herein. Coverage to include on site limited pollution.
- G. Certificates of insurance shall be delivered to the contract Clerk at the time designated by the contracting unit provided however, that the time so designated shall be after the contract is awarded and prior to the commencement of performance.

5.17 CERTIFICATES

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

5.18 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Borough from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough 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.

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

___ 6.2. 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.

___ 6.3. Statement of bidder's qualifications, experience and financial ability.

___ 6.4. 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 Buena.

___ 6.5. Stockholder statement of ownership.

___ 6.6. Non-collusion affidavit.

___ 6.7. Consent of surety.

___ 6.8 Business Registration Certificate (to be supplied by bidder).

___ 6.9. Proposal.

Name of Firm or Individual

Title

Signature

Date

6.2. CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY A-901 APPROVAL LETTER

Name _____

Complete Address _____

Telephone Number _____

Certificate Number

Date _____

Attach an original copy of certificate of public convenience and necessity together with an original copy of A-901 Approval Letter.

6.3. STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY)

) SS.:

COUNTY OF)

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

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough of Buena to award to _____ the contract for solid 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 Buena will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.

4. I also understand and agree that the Borough of Buena may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the Borough of Buena, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough of Buena 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 _____ 20____

Notary Public of
My Commission expires _____, 20__

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 with as part of the Bid Proposal for solid waste collection for the Borough of Buena. 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 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 years.
3. Has the bidder failed to perform any contract awarded to it by the Borough of Buena under its current or any past name in the past five years? If the answer is "Yes," state when, where and why. A complete explanation is required.
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 Buena in the past five 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 is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the governmental solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of contracting unit;
 - (b) Approximate population of contracting unit;
 - (c) Term of contract from to ;
 - (d) How were materials collected?
 - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (f) Name and telephone number of Contract Clerk or some other official in charge of collection and disposal.

7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?
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 given above 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. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidders assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately..
1. Additional remarks.

6.4 BID GUARANTY

BID BOND TO BE PROVIDED BY THE CONTRACTOR

6.5 STOCKHOLDER'S STATEMENT OF OWNERSHIP

“OWNERSHIP DISCLOSURE”

Pursuant to the provisions of Chapter 33 of the Public Laws of 1977, which took effect on March 8, 1977, all corporate and partnership bidders are required to submit a list of the names and addresses of all stockholders owning 10% or more of their stock, or 10% or more of the stock of their corporate stockholders, or in the case of a partnership, the names and addresses of those owning a 10% or greater interest therein.

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT OWNED</u>
-------------	----------------	----------------------

Sworn and subscribed to
Before me this _____
day of _____, _____

Notary Public of
My commission expires:

I certify that the above
information is true to the best
of my knowledge.
Signed _____
Title _____
Company _____
Address _____

6.6. NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
) SS: [Project Name]
COUNTY OF)

I, _____, of the City of _____ in the State
(Commonwealth) of _____, 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 in to any agreement, participated in any collusion, or other wise taken any action
in restraint of free, competitive bidding in connection with the above named project. All statements
contained in said Bid Proposal and in this affidavit are true and correct and made with full
knowledge that the state of New Jersey and the Borough of Buena rely upon the truth of the
statements contained in this affidavit and in said Bid Proposal in awarding the contract for the said
project.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage brokerage
or contingent fee, except bona fide employees or bona fide established commercial or selling
agencies maintained by the _____.

_____	_____
Name of Firm or Individual	Title
_____	_____
Signature	Date

Subscribed and sworn to before me this
_____ day of _____ 20_____

Notary Public of
My Commission expires _____, 20__

6.7 CONSENT OF SURETY

This is to certify that

(Name of Surety Company)

a corporation of the state
of _____

having its principal office at

being a surety company qualified to do business in the State of New Jersey, in consideration of the promises and of other good and valuable consideration, the receipt whereof is hereby acknowledged, does consent and agree that if the Contract for which the preceding Proposal is made awarded to

(name of bidder)

it will upon the award of such Contract become a surety and provide a bond for the full and faithful performance of said contract and secondly, for the protection of all persons, performing or furnishing labor or materials for the performance of said contract, in the form required by New Jersey Statute 2A: 44-143 et seq.; in an amount equal to 100% per year for the contract price.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its _____ and its corporate seal to be hereto affixed and duly attested by its Secretary this _____ day of _____.

(CORPORATE SEAL)

Name of Company

ATTEST

Duly Authorized Officer
Title:

Secretary

NOTE: The above agreement must be executed under the corporate seal of the Surety Company, attested by its Secretary, and signed by its president, attorney-in-fact, or other proper officer, in the manner prescribed by the laws of New Jersey.

6.8 PROPOSAL

Proposal for Solid Waste Collection beginning on January 1, 2014

Name of the Contracting Unit

I or we _____

of _____

Complete Address

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

For Option 1 _____

For Option 2 _____

For Option 3 _____

For Option 4 _____

For Option 5 _____

ANY CONTRACTOR WISHING TO BID ON THESE SPECIFICATIONS MUST SUBMIT BIDS FOR ALL OPTIONS AND ALL YEARS IN ORDER TO BE CONSIDERED A RESPONSIBLE BIDDER. FAILING TO SUBMIT A BID ON AN OPTION SHALL BE DEEMED A MATERIAL DEFECT AND WILL DEEM THE BID NON-RESPONSIVE.

Signature

Affix seal
if a corporation

Title

, copies all of which are annexed hereto, are incorporated herein by reference and together herewith are collectively referred to as the "Contract Documents".

2. The Contractor agrees to furnish complete solid waste collection services in the Borough of Buena, for a () year period, commencing and ending , all in accordance with the Contract Documents as filed in the office of the Borough Clerk of the Borough of Buena.

3. The term of this Contract shall be for _____ (__) consecutive months commencing October 1, 2017.

4. If the Contractor fails to perform the work in accordance with the specifications or if he performs the work in an unsatisfactory manner after a notice from the Borough or its duly authorized representative has been given, then, in that event, the Borough Council may take any of the following actions; declare the Contractor in default of this Contract and proceed either to perform the work required under the Contract at its own expense, charging the cost thereof against the monies to which the said Contractor would have been entitled for the faithful performance of the said Contract, or it may contract with some third party for the performance of this Contract or the work contracted to be done by the Contractor, charging the cost and expense thereof in a like manner against the monies to which the Contractor would have been entitled for the faithful performance of this contract. In any event, the Contractor shall remain responsible for any and all costs incurred by the Borough in having the work which the Contractor failed to do, performed, and such costs shall be recoverable from the Contractor's surety according to the terms of the bond. If insufficient to cover the costs to the Borough, the Contractor shall be liable for any additional sums not paid or recoverable from the surety.

9. The Contractor represents that, in the submission of its proposal and in the performance of its obligation hereunder, it has and will comply with all laws, ordinances and regulations promulgated by any governmental agency having jurisdiction thereof, including, but not limited to, those which may be referred to in the Contract Documents.

10. This Agreement shall not be modified except by a written change order signed by both the Contractor and the Borough. The Borough shall not be responsible or liable for any payments in excess of the Contract Sum except as modified by a written change order approved by resolution of the Mayor and Council of the Borough of Buena. Change orders may not cumulatively exceed twenty (20) percent net of the overall contract.

IN WITNESS WHEREOF, The Borough has caused these presents to be signed by its Mayor and attested by its Borough Clerk, and the Contractor has caused these presents to be signed by its proper corporate officers as of the day and year first above written.

7.2 PERFORMANCE BOND

This form is to be provided by the Contractor

7.3 VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY)

COUNTY OF) SS: Solid Waste Collection

I _____, am the
Name of Affiant

Identify relationship to bidder, owner, partner, president, or other corporate officer

Of the _____, and being duly sworn, I depose and say:
Name of Bidder

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 Buena rely upon the truth of the statements contained in this affidavit and in said bid proposal in signing the contract for the said projects.

At all times during the performance of the collection contract, I agree to commit, for use only in the Borough of Buena, 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 Buena is not feasible, that the Borough of Buena will not be responsible for disposal costs for waste generated outside the Borough of Buena.

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

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

____ day of _____ 20

Notary Public of

My Commission expires _____, 20

7.4 CERTIFICATE OF INSURANCE

Form Supplied by Contractor

7.5 AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY)

COUNTY OF) s.s: Buena Solid Waste Collection

I _____, of the _____ of _____ in the State of _____ 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.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

_____ day of _____, 20

Notary Public of

My Commission expires _____, 20

