

**TOWNSHIP OF ROXBURY
UNIFORM BID SPECIFICATIONS**

**SOLID WASTE
AND RECYCLABLE MATERIALS
COLLECTION SERVICE**

OCTOBER 2010

CONTRACT # GAR – 10 - 1

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TOWNSHIP OF ROXBURY
Township of Roxbury Municipal Building,
1715 Route 46, Ledgewood, New Jersey

NOTICE TO BIDDERS

UNIFORM BID SPECIFICATIONS
SOLID WASTE AND RECYCLABLE MATERIALS
COLLECTION SERVICE

Sealed Proposals for solid waste and recyclable materials collection service will be received by the Township of Roxbury in the Council Chambers of the Municipal Building, 1715 Route 46, Ledgewood, New Jersey, on December 1, 2010 at 11:00 a.m. prevailing time, at which time and place they will be publicly opened and read aloud. Bids may be hand-delivered or mailed by certified mail. Roxbury Township will not be responsible for any bid mailed which is lost in transit or delivered late by the Postal Service. Bids will not be accepted after said hour.

A pre-bid meeting will be held on October 27, 2010 at 10:00 A.M. in the Municipal Council Chambers to answer any questions concerning the bid specifications.

Specifications and bid proposal forms may be obtained at the Township of Roxbury in the Council Chambers of the Municipal Building, 1715 Route 46, Ledgewood, New Jersey, between the hours of 8:30 a.m. and 4:30 p.m. daily except Saturdays, Sundays and holidays. Bids or proposals shall be made on the forms provided and attached to the specifications which shall be submitted intact and otherwise must conform to the general instructions, specifications, terms and conditions which are on file and available to all bidders without charge.

A certified check or cashier's check made payable to the order of the Township of Roxbury, or a duly executed bid bond in the amount of 10% of each bid, but in no case more than \$20,000.00, must be deposited by the bidder. The bid guarantee shall be signed by an authorized agent or representative of the guarantor and not by the individual or company submitting the bid.

Bidders must comply with the following New Jersey State Statutes:

P.L. 1975, Chapter 127 (Affirmative Action Program)

P.L. 1977, Chapter 33 (Statement of Ownership)

N.J.S.A. 40A:11-18 (American Goods and Products to be used where possible)

Bid proposals must be placed in sealed opaque envelopes addressed to the Township of Roxbury, 1715 Route 46, Ledgewood, New Jersey 07852, and marked clearly on the outside of the envelope.

The Township reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the proposal received and to accept the bid which is in the best interests of the Township.

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The TOWNSHIP OF ROXBURY is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a period of up to five years, to commence on 01/01/11 in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

1.2 PRE-BID MEETING

A pre-bid meeting will be held at 10:00 a.m. on October 27, 2010 in the Council Chambers at the Township of Roxbury Municipal Building, 1715 Route 46, Ledgewood, New Jersey to answer any questions concerning the bid specifications.

1.3 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 Record and the Star Ledger.

1.4 BID OPENING

All bid proposals will be publicly opened and read at 11:00 a.m. on December 1, 2010 in the Council Chambers at the Township of Roxbury Municipal Building, 1715 Route 46, Ledgewood, New Jersey. Bids must be delivered by hand or by mail to the Township Managers Office no later 11:00 a.m. on December 1, 2010. 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.

1.5 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. 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;
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 Township of Roxbury.

4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety; and
7. Bid Proposal.
8. Photocopies of Business Registration Certificates for bidder and all subcontractors.

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.

"Bulky Metal Collection" includes hot water heaters, stoves, refrigerators, dishwashers, bed frames, etc. The Township will compile a call-in list of bulky metal pickups and transmit same to the hauler on a weekly basis. Bulky Metal Pick-up is scheduled for one pickup a week at the discretion of the Hauler.

"Bulky Waste Collection" includes but is not limited to dressers, mattresses, couches, tables, etc.

"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 procure and 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, 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 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 recyclable material" means:

- a. Magazines & Junk Mail
- b. Newspapers
- c. Co-Mingled Containers, including aluminum cans, glass, plastic and bi-metal containers
- d. Corrugated Cardboard.

Terms used to include all materials designated by Ordinance.

"Designated collected solid waste" means solid waste types solid waste types, generally defined as Type 10 and Type 13 category by D.E.P. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, consumer electronics 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 Morris County Solid Waste Management Plan for use by the Township of Roxbury, or a transfer station, sanitary landfill, waste-to-energy facility, or such other facilities used by the contractor for the disposal of solid waste and in compliance with applicable Federal and state laws, rules, regulations, and permits.

"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 at 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 Day, or as designated by the Township and the successful bidder.

"Legal newspaper" means the Daily Record.

"Proposal forms" mean 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 Attachment Three.

"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. 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 Township of Roxbury 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 Township 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 Township 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 Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Township of Roxbury in the amount of 10% of the highest aggregate three 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 Township of Roxbury.

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 Township Council of the Township of Roxbury.

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 TOWNSHIP.

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 Township of Roxbury agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the NJDEP.

4. AWARD OF CONTRACT

4.1. GENERALLY

A. The TOWNSHIP 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 TOWNSHIP'S decision, in writing.

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 TOWNSHIP 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 Township of Roxbury rejects all bids, the Township 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 Township of Roxbury 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 Township of Roxbury to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The TOWNSHIP 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. 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 concurrent with the delivery of the executed contract.

B. Failure to provide the required one year performance bond at the time and place specified by the Township of Roxbury shall be cause for assessment of damages as a result thereof in accordance with Section G below.

In the event that the successful bidder fails to provide said performance bond, the Township of Roxbury 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 A above.

C. For a thirty-six months (36) or sixty (60) month 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 concurrent with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Township of Roxbury 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 Township 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 Township of Roxbury 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.

B. Within seven days after receipt of notification of the Township of Roxbury intent to award any contract the contractor must submit one of the following to the contracting unit:

1. 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 photo copy of its letter of approval.
2. If the Contractor has a certificate of employee information report, the Contractor shall submit a copy of the certificate.
3. If the Contractor has none of the above, the Township of Roxbury 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

Township of Roxbury may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Township 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 Township 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 a corresponding total price figure set forth in the Proposal Forms(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 Township may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1 The Contractor shall provide service for each Option awarded by the Township of Roxbury. The Township of Roxbury shall select one collection option for the contract period of twelve (12) months, thirty-six (36) months (3 years) or sixty (60) months (5 years) in accordance with any of the option proposals submitted.

5.2 The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Township of Roxbury. The Township of Roxbury is 22 square miles with over 114 miles of local roads. The township's population has increased from 20,429 per the 1990 Census to 23,883 per the 2000 Census and is currently estimated at 23,360. There are approximately 7,800 residences including condominiums and multi-family units, and several small businesses. The Township's current collection divides the Township in to five (5) routes as described in **Attachment #3**.

5.3. GARBAGE AND RECYCLE COLLECTION

The Township of Roxbury desires to solicit bids for both Garbage (Solid Waste) and Recyclable materials.

The base bid or option is to mirror the current collection schedules for both Garbage and Recyclables. Currently, garbage is collected once per week and recyclables are collected once per week with paper and comingled items alternating each week. Hours of operation are weekdays beginning no earlier at 6 A.M. and typically ending at 2 P.M. There are additional requirements for Bulky Waste, Bulky Metals and Vegetative Waste.

One hauler, the lowest responsible bidder, will be awarded one contract which will include both Garbage (Solid Waste) and Recyclable materials. **CONTRACTOR TO PAY ALL TIPPING FEES UNLESS OTHERWISE DESIGNATED IN THESE SPECIFICATIONS.**

The Township of Roxbury's proposal for Residential Garbage and Refuse Collection and Disposal, as outlined in this section, is intended to mirror the current service provided. This proposal includes the following items/current services:

CURBSIDE PICKUP OF RESIDENTIAL WASTE

- Curbside pickup of up to five 32 gallon waste receptacles or 5 plastic bags of residential waste, at the time options noted, including bulky waste.
- Collection of all Type 10 and Type 13 solid waste from all residential excepting only commercial and industrial sources.
- (1) Bulky waste items will be disposed of each week in place of two (2) receptacles or bags of waste.

BULKY METAL COLLECTION

- Bulky Metal Collection includes hot water heaters, stoves, refrigerators, dishwashers bed frames, etc. The Township of Roxbury will compile a call-in list of bulky metal pickups and transmit same to the hauler on a weekly basis.
- Bulky Metal Collection is currently picked up on Fridays.
- Bulky Metal will be collected by appointment only, with the appointment list closing Thursday morning at 12:00PM.

BULKY WASTE COLLECTION

- Bulky Waste is to be picked up each week. Bulky Waste includes but is not limited to dressers, mattresses, couches, tables, etc.
- There will be no bulky pick-up on those days immediately following a celebrated holiday. (i.e. double pickup)
- (1) Bulky waste items will be disposed of each week in place of two (2) receptacles or bags of waste

VEGETATIVE WASTE COLLECTION

- From Approximately April 1st to December 15th
- Includes Curbside Pickup of Brush, Leaves and Grass
- Grass and leaves must be in paper bags or in open cans.
- Collection schedule as posted in the Township Calendar (**See Attachment #4**)

Curbside Pickup Of Brush

- The Contract Hauler shall supply the manpower and equipment to collect the quantities noted in the proposal and deliver the collected materials to a facility licensed to accepted brush and approved by the Township.
- Unlimited bundles of brush (40 lbs each and or less than 4" in diameter) shall be collected on designated weeks. (**See Attachment #4**)

Curbside Pickup Of Leaves and/or Grass

- The Contract Hauler shall supply the manpower and equipment to collect the quantities noted in the proposal and deliver the collected materials to a facility licensed to accept leaves and grass approved by the Township.
- Leaves and/or grass shall be collected weekly beginning the last Monday in March and ending the 3rd Friday in December (weather permitting) – unlimited bags

CREDIT FOR RECYCLING METAL BULKY WASTE

- Credit “per tons” for recycling the Metal Bulky Waste collected.
- Minimum Bid is \$8.00 per ton.

SOLID WASTE AND RECYCLING COLLECTION

A. Location:

1. The contractor shall provide for the weekly collection of materials from:
 - a. All Roxbury Residential and Small Commercial Properties that complies with our (5) 32-gallon waste receptacles or (5) plastic bag limit (Curbside Only)
 - b. Municipal Facilities (Dumpster service)
 1. Roxbury Municipal Building/Police Department
1715 Rt. 46, Ledgewood
Two (2) 2-yard containers (Trash)
Three (3) 2-yard containers (Recycling)
 2. Municipal Library
103 Main Street, Succasunna
One (1) 2-yard container (Trash)
One (1) 2-yard container (Recycling)
 3. Community Center/Health Dept/Recreation Center
72 Eyland Ave, Succasunna
Four (4) 2-yard containers (Trash)
One (1) 4 yard container (Trash)
One (1) 2 yard container (Cans & Bottles)
Two (2) 2 yard container (Paper Products)
 4. Roxbury Chemical Co. # 1
122 Main Street, Succasunna
One (1) 2-yard container
 5. Roxbury Township Water Dept. Booster Station
2 Ford Rd. Landing
One (1) 2-yard container
 6. Department of Public Works Facility
96 N. Dell Ave, Kenvil
One (1) 4-yard container (Trash)
Two (2) 2 yard container (Trash)
One (1) 2-yard container (Paper Products)
 7. Ajax Sewer Treatment Plant
2 Ajax Terrace, Succasunna
Two (2) 2-yard containers (Trash)
 8. Hillside Apartment
40 S. Hillside Ave, Succasunna
One (1) 4-yard Container (Trash)
One (1) 2-yard container (Paper Products)
One (1) 2-yard container (Commingled)
 9. Roxbury Shooting Range
Berkshire Valley Rd.
One (1) 2-yard container (Trash)
 10. Roxbury Day Care
25 Righter Rd. Succasunna
Two (2) 2-yard container (Trash)
 11. Boy Scout Camp Ledgewood Park
12 Mountain Rd. Ledgewood
One (1) 2-yard container
 12. VFW Post
16 High St, Kenvil
One (1) 2 yard container (Trash)

Alternate #1- Additional Locations (dumpster service)

A1. Roxbury High School

1 Bryant Dr. Succasunna 2X/Wk -Four (4) 8 yard front load containers (Trash)
Three (3) 2 yard container (Commingle)
Two (2) 4 yard containers (Paper Products)

A2. Eisenhower School

Eyland Ave Succasunna 2X/Wk -Two (2) 8 yard front load containers (Trash)
One (1) 2 yard container (Commingle)
One (1) 4 yard containers (Paper Products)

A3. Franklin School

Meeker St, Succasunna Two (2) 8 yard front load containers (Trash)
One (1) 2 yard container (Commingle)
One (1) 4 yard containers (Paper Products)

A4. Jefferson School

Corn Hollow Rd, Succasunna Two (2) 8 yard front load containers (Trash)
One (1) 2 yard container (Commingle)
One (1) 4 yard containers (Paper Products)

A5. Kennedy School

Pleasant Hill Rd Succasunna Two (2) 8 yard front load containers (Trash)
One (1) 2 yard container (Commingle)
One (1) 4 yard containers (Paper Products)

A6. Nixon School

Mt Arlington Ave, Landing Two (2) 8 yard front load containers (Trash)
One (1) 2 yard container (Commingle)
One (1) 4 yard containers (Paper Products)

A7. Lincoln/Roosevelt School

N. Hillside Ave, Succasunna Four (4) 8 yard front load containers (Trash)
Two (2) 2 yard container (Commingle)
Two (2) 4 yard containers (Paper Products)

Alternate #2- Dumpster Service

Contractor shall provide 30 Yd roll-off service to municipal facilities on an as-needed basis. The fee for this service shall include drop-off and transportation within the geographical township to the County disposal facility in Mt Olive and storage for up to 2 weeks. The Township will be responsible for any tipping fees.

Alternate #3 – Hopper Charge

Contractor shall provide a fee per hopper for those residents who require more than the weekly allowance. A hopper should equal approximately 3 cubic yards and typically be used for cleaning out attics, basements etc. The fee would be paid directly to the trash hauler by appointment.

B. Frequency:

1. Residential Collection shall be made in accordance with schedule provided.
2. The following legal holidays are exempted from the waste collection schedule: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. The Municipality reserves the right to add or delete from this list. The contract hauler shall reschedule any holiday pickup to the next regular pickup day, i.e. Monday holiday, pick up Tuesday; Friday holiday, pick up Monday. There will be no metal or vegetative waste pick-up immediately following a holiday (double pickup). Any changes to this procedure must be approved after consultation between contractor and Manager or her designee. Notification to residents of holidays and collection schedules shall be advertised by the Township.

C. Material Quantity Information

| Year | Type 10 &13 Residential Waste | Brush Collection | Type 23 Vegetative Waste | Comingle Recycle | Mixed Paper Recycle |
|------|-------------------------------|------------------|--------------------------|------------------|---------------------|
| 2009 | 9,318 Tn | 930 CY | 3,238 CY | 904 Tn | 1,155 Tn |

D. Miscellaneous Recycle Requirements

1. All comingled recyclables shall be collected from curbside in containers of not more than 32 gallons in capacity and not more than 50 pounds in weight.
2. All recyclables shall be collected as follows:
 - a. JUNK MAIL - Must be tied in bundles or placed in brown paper bags.
 - b. CORRUGATED CARDBOARD – Must be flattened, tied and bundled or placed in brown paper bags.
 - c. COMINGLED CONTAINERS - Aluminum cans, tin cans, steel cans, glass jars and bottles and plastic #1 and #2 must be combined in a single container at curbside.
 - d. NEWSPAPERS - Must be tied and bundled.
3. Recyclable containers must be properly identified in accordance with Township regulations.
4. There shall be no limit to the number of containers for recycling curbside pick up.
5. Metal scrap will be excluded from this alternative.
6. Containers provided by the occupant.
 - a. The recyclable materials shall be the property of the contractor.

E. Miscellaneous Garbage Collection Requirements

1. The contract hauler shall reschedule any holiday pickup to the next regular pickup day, i.e. Monday holiday, pick up Tuesday.

2. The contract hauler shall have adequate knowledge of the Township and be aware a large collection truck may not be able to fit down every street in some of the sections of the Township. It will be the hauler's responsibility to investigate streets and collection routes to insure efficient pickup of waste is achieved in each route and waste district.
3. The contract hauler shall maintain the same pickup schedules which currently exist **unless they feel a more efficient route and pickup schedule is obtainable.** Any change in the current schedules or routes shall be only entertained in writing and at the approval of the Mayor, Township Manager or Director of Public Works.
4. Each monthly voucher shall include truck weight slips and dumpster slips for the month's hauling broken into day.
5. Called in complaints will be collected by the Department of Public Works and submitted to the contract hauler on a daily basis. Waste not picked up on the scheduled day shall be picked up on the next business day or scheduled pick up day.
6. Additional Dumpster Service

5.4. SOLID WASTE DISPOSAL

A. All solid waste collected within the Township shall be disposed of in accordance with the 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 Morris County Waste Transfer Station, Mount Olive, New Jersey. **CONTRACTOR TO PAY ALL TIPPING FEES UNLESS OTHERWISE DESIGNATED IN THESE SPECIFICATIONS.**

B. The Township reserves the right to designate another disposal facility in accordance with the County Solid Waste Management Plan or in the event that the designated Disposal Facility is unable to accept waste. The Township will assume all additional costs or benefits that are associated with such designation.

5.5. 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 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. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

5.6. 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.

5.7. TELEPHONE FACILITIES AND EQUIPMENT

A. The Contractor must provide and maintain an office within reasonable proximity of the Township 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 6:00 a.m. and 5:00 p.m. The Township shall list the Contractor's telephone number in the Telephone directory along with other listings for the Township.

5.8. FAILURE TO COLLECT

A. 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.

5.9. 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 Township.

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

5.10. 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 the Liquidated Damage clause herein contained for breach hereof.

5.11. INVOICE AND PAYMENT PROCEDURE

A. The Contractor shall submit all invoices for collection and/or disposal 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 Township 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 Township for reimbursement.

B. The Township shall pay all invoices within 30 days of receipt. The Township will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township shall have 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 Township 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.

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 Township 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 type of vehicle used for collection in the Township; 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 Township will pay the costs of disposal, the disposal facility shall bill the Township directly for all costs (including taxes and surcharges).

5.12 EMPLOYEE WAGE REPORTING

The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract as follows:

1. The contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract, and any other records deemed necessary by the commissioner for the enforcement of wage payments. In addition the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the Township of Roxbury, any other party to the contract, and the

commissioner.

2. The contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form satisfactory to the commissioner, to the Township of Roxbury for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development's "Payroll Certification for Public Works Project" and completing columns 1-5 for each covered employee. The certification shall be submitted to:

**Township of Roxbury Public Works
1715 Route 46
Ledgewood, NJ 07852**

By entering into a contract, the contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the contractor or subcontractor's wages and any penalties that may result from failure to comply.

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, the Township 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 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 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.

5.15. 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-6.17. The insurance policy shall name the Township as an Additional Named insured indemnifying the Township with respect to the Contractor's actions pursuant to the Contract.

5.16. CERTIFICATES

Upon notification by the Township, 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.

5.17. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Township from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Township 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. VIOLATIONS OF CONTRACT REQUIREMENTS (LIQUIDATED DAMAGES)

It is understood that orderly and proper collection of garbage, trash, paper and rubbish, and other solid waste materials as defined herein, is a matter of serious and vital concern to the Township because of the effect which the same may have upon the health and welfare of its residents. Occasional and minor violations may occur during the course of the performance of the contract. If a violation is not corrected promptly, the Township Manager or designee may invoke liquidated damages and make the appropriate deduction from the next payment due the Contractor, in accordance with the following violation schedule:

1. Failure of a truck and crew to operate and finish a regular route - \$300/day.
2. Using or maintaining trucks in a leaking or unsanitary condition - \$500/per offense.
3. Damaging or carrying away permanent receptacles - repair or replace with equal quality receptacle within (5) working days - \$200 per offense.
4. Failure to clean up any materials spilled from or draining off equipment-\$200/offense.
5. Failure to promptly repair damaged public facilities after notice and adequate time to repair- up to \$100/day as determined by the Contract Administrator.
6. The foregoing remedies shall be deemed a cumulative remedy and in addition to any rights the Township, the local Board of Health or any other relevant agency, entity or officer may have against the contractor, pursuant to any law, statute, rule or regulation and the Township reserves and retains the right to pursue the aforesaid rights in law, equity or other pertinent form.

5.19. ADDITIONAL REGULATIONS - RECYCLING

If recyclable material is mixed with miscellaneous solid waste, the solid waste contractor shall tag each container contaminated with recyclables, with a non compliance sticker and shall leave the material at curbside (Non-compliance stickers shall be provided by the Township of Roxbury). The contractor must then provide the Municipality with the address of any residence or business in violation. The Township reserves the right to make such other reasonable regulations as may be required concerning the collection of recycling during the contract period, such regulations not to place any unreasonable burden upon the contractor, but only such as may be necessary to protect the public health and interest.

5.20. RECYCLING CONTRACTOR REQUIREMENTS

The recycling contractor MUST provide verified documentation by the 15th of each month, for the previous month.

Said documentation shall include weight of each recyclable material, date it was received by a certified recycling market and end market for each material.

5.21. CURBSIDE RECYCLABLES

The Municipality reserves the right to increase or decrease the type of curbside recyclable materials to be collected by the successful bidder. Any contract costs that may be affected by said changes may be renegotiated, if necessary, and shall be subject to mutual agreement by both parties and approval by resolution of the Governing Body.

6. FLEET PURCHASE (Alternate #4)

6.1. GENERAL INFORMATION

The Municipality, at its option, may wish to offer several of its present collection vehicles for sale to the successful bidder. These vehicles will be available for purchase 60 days after curbside collection begins.

6.2. VEHICLE INVENTORY

| FL # | YEAR | MAKE | DESCRP | PLATE # | VIN # | MILES | MIN. BID |
|------|------|-----------|-----------------------|---------|-------------------|--------|----------|
| RX22 | 1996 | VOLVO | 31YD LEACH PACKER | MG21662 | 4V5SCBJF6TR516054 | ??? | \$4,000 |
| RX28 | 1997 | VOLVO | 31YD LEACH PACKER | MG26834 | 4V5SCBJFXVR517386 | ??? | \$8,000 |
| RX25 | 2000 | VOLVO | 31YD LEACH PACKER | MG37456 | 4V5SC2JF8YN520539 | 56,460 | \$15,000 |
| RX26 | 2004 | PETERBILT | 32YD LEACH PACKER | MG6194 | 1NPZLTOX94D715413 | 64,500 | \$30,000 |
| RX21 | 2006 | PETERBILT | 32YD LEACH PACKER | MG69686 | 1NPZL00X26D716789 | 40,526 | \$50,000 |
| RX24 | 2006 | PETERBILT | 32 YD LEACH PACKER | MG66530 | 1NPZL00X36D716459 | 50,217 | \$50,000 |

7. BIDDING DOCUMENTS

7.1 BIDDING DOCUMENTS CHECKLIST

- ___1 Photo-copies 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. Statement of bidder's qualifications, experience and financial ability.
- ___3. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the TOWNSHIP OF ROXBURY.
- ___4. Stockholder statement of ownership.
- ___5. Non-collusion affidavit.
- ___6. Consent of surety.
- ___7. Proposal.
- ___8. Photocopies of Business Registration Certificates for Bidder and all Subcontractors.

Name of Firm or Individual **Title**

Signature **Date**

7.2 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

7.3 STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS: [PROJECT NAME]

I, [NAME OF AFFIANT], am the [IDENTIFY RELATIONSHIP TO BIDDER: OWNER, PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER] of the [NAME OF BIDDER], 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 TOWNSHIP to award to [NAME OF BIDDER] the contract for solid waste collection [and recycling] 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 TOWNSHIP OF ROXBURY 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 TOWNSHIP 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 TOWNSHIP OF ROXBURY, 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 TOWNSHIP OF ROXBURY 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 as part of the Bid Proposal for solid waste collection and disposal for the TOWNSHIP OF ROXBURY. 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 years.

3. Has the bidder failed to perform any contract awarded to it by the TOWNSHIP 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 TOWNSHIP 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 government 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 Administrator 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(s) 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.
 14. Additional remarks.

7.4 **BID GUARANTY**

BID BOND
(Page 1 of 4)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and
_____, as Surety, are hereby held and firmly bound unto
_____ as OWNER in the penal
sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 2006. The Condition of the above obligation is such that
whereas the Principal has submitted to Montville Township Fire District #1, a certain BID, attached hereto and hereby
made a part hereof to enter into a contract in writing, for _____
_____.

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID), and shall in all other respects perform the agreement created by the acceptance of said BOND,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall in no way be impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extensions.

BID BOND

(Page 2 of 4)

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

WITNESS/ATTEST:

_____ (L.S.)
Principal

WITNESS/ATTEST:

_____ (L.S.)
Surety

By: _____

IMPORTANT - Surety companies executing BONDS must be authorized to transact business in the State of New Jersey.

Bid Bond must be accompanied by (a) appropriate acknowledgments of the respective parties, (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Principal or Surety, (c) a duly certified extract from by-laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued and (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

BID BOND
(Page 3 of 4)

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of _____)
) SS:
County of _____)

BE IT REMEMBERED, that on this _____ day of _____, 2006, before me, the subscriber, a _____ of the State of _____, personally appeared _____, who I am satisfied, is the person who signed the within instrument as _____ of _____ the corporation named therein and he thereupon acknowledged that said instrument made by the corporation and signed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of _____)
) SS:
County of _____)

BE IT REMEMBERED, that on this _____ day of _____, 2006, before me, the subscriber, a _____ of the State of _____, who I am satisfied, is one of the members of the firm of _____ the partnership named therein and he thereupon acknowledged that the said instrument made by the partnership and signed by him was signed, sealed and delivered by him as such partner and is the voluntary act and deed of the partnership.

BID BOND
(Page 4 of 4)

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of _____)

SS:

County of _____)

BE IT REMEMBERED, that on this _____ day of _____, 2006, before me, the subscriber, a _____ of the State of _____

_____, personally appeared _____, who I am satisfied is the person named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

Affix acknowledgments of Sureties.

7.5

STOCKHOLDER STATEMENT OF OWNERSHIP

In accordance with Chapter 33, P.L. 1977, the corporation or partnership bidding on a public project shall furnish a statement setting forth the names and addresses of all stockholders in the corporation or the partnership who own ten percent (10%) or more of the stock in any class or of individual partners in the partnership who own ten percent (10%) or greater interest therein. **BIDS WILL BE REJECTED IF THEY DO NOT CONTAIN THIS DISCLOSURE STATEMENT.**

| <u>NAME</u> _____ | <u>ADDRESS</u> | <u>PERCENT</u> |
|-------------------|----------------|----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

BY _____

TITLE _____

If none, please state none, and sign.

7.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.: [PROJECT NAME]

I, _____, of the City 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 has not, directly or indirectly, entered into any agreement, participated in any collusion or other wise take 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 TOWNSHIP 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__.

7.7 CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ and
_____ a corporation organized and existing under the laws of the State of _____ and
authorized to do business in the State of New Jersey, do hereby consent and agree with the Township of Roxbury
that if the foregoing proposal of

_____ hereinafter called the Contractor, for

_____ be accepted, and a Contract for said work be awarded to said Contractor, we will, upon its being so awarded
become Surety for said Contractor and agree to be bound with said Contractor upon the terms and conditions set
forth in the Proposal and Specifications and shall provide security through the issuance of Performance and
Payment Bonds in amounts equal to one hundred percent (100%) of the Contract price and to be conditioned so as
to indemnify Township of Roxbury against loss due to the failure of the Contractor to fulfill the obligations and
requirements of said Contract.

IN WITNESS WHEREOF, the undersigned Corporation has caused this Agreement to be signed by its
duly authorized representative and its corporate seal to be affixed hereto.

Signed, Sealed and Dated this _____ day of _____, 2010

BY: _____
Attorney-in-fact

NOTE: PLEASE EXECUTE THIS CONSENT OF SURETY FORM.

Consent of Surety must be accompanied by (a) appropriate acknowledgments of the respective parties; (b)
appropriate duly certified copy of Power of Attorney or other certificate of authority where Consent of Surety is
executed by agent, officer, or other representative of Principal or Surety; (c) a duly certified extract from By-Laws
or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or
representative was issued; and (d) duly certified copy of latest Published financial statement of assets and liabilities
of Surety.

7.8 PROPOSAL (BASE BID: RESIDENTIAL COLLECTION ONCE PER WEEK)

7.8.1 ONE-YEAR TERM

| Item No. | Estimated Quantity | Description | Bid Price (Written) | Bid Price (Numerals) |
|-----------------------------|--------------------|--|---|----------------------------|
| 1 | LS | Collection and Disposal of Garbage and Recyclable Materials – Year One | \$ _____ Dollars and _____ Cents | \$ _____ |
| 2 | _____ Tons | Bulky Metal Waste Credit Year One (Minimum Bid = \$8.00 Per Ton) | \$ _____ Dollars and _____ Cents (Total Credit) | \$ _____ (Total Credit) |
| TOTAL BID (Bid Less Credit) | | | \$ _____ Dollars and _____ Cents | \$ _____ |

7.8.2 THREE-YEAR TERM

| Item No. | Estimated Quantity | Description | Bid Price (Written) | Bid Price (Numerals) |
|--|--------------------|--|--|----------------------------|
| 1 | LS | Collection and Disposal of Garbage and Recyclable Materials – Year One | \$ _____ Dollars and _____ Cents | \$ _____ |
| 2 | _____Tons | Bulky Metal Waste Credit Year One (Minimum Bid = \$8.00 Per Ton) | \$ _____ Dollars and _____ Cents (Total Credit) | \$ _____ (Total Credit) |
| 3 | LS | Collection and Disposal of Garbage and Recyclable Materials – Year Two | \$ _____ Dollars and _____ Cents | \$ _____ |
| 4 | _____Tons | Bulky Metal Waste Credit Year Two (Minimum Bid = \$8.00 Per Ton) | \$ _____ Dollars and _____ Cents (Total Credit) | \$ _____ (Total Credit) |
| 5 | LS | Collection and Disposal of Garbage and Recyclable Materials – Year Three | \$ _____ Dollars and _____ Cents | \$ _____ |
| 6 | _____Tons | Bulky Metal Waste Credit Year Two (Minimum Bid = \$8.00 Per Ton) | \$ _____ Dollars and _____ Cents (Total Credits) | \$ _____ (Total Credit) |
| TOTAL BID (Years 1,2 & 3) (Bid Less Credit) | | | \$ _____ Dollars and _____ Cents | \$ _____ |

7.8.3 FIVE-YEAR TERM

| Item No. | Estimated Quantity | Description | Bid Price (Written) | Bid Price (Numerals) |
|----------|--------------------|--|---|----------------------------|
| 1 | LS | Collection and Disposal of Garbage and Recyclable Materials – Year One | \$ _____ Dollars and _____ Cents | \$ _____ |
| 2 | _____Tons | Bulky Metal Waste Credit Year One (Minimum Bid = \$8.00 Per Ton) | \$ _____ Dollars and _____ Cents (Total Credit) | \$ _____ (Total Credit) |
| 3 | LS | Collection and Disposal of Garbage and Recyclable Materials – Year Two | \$ _____ Dollars and _____ Cents | \$ _____ |
| 4 | _____Tons | Bulky Metal Waste Credit Year Two (Minimum Bid = \$8.00 Per Ton) | \$ _____ Dollars and _____ Cents (Total Credit) | \$ _____ (Total Credit) |
| 5 | LS | Collection and Disposal of Garbage and Recyclable Materials – Year Three | \$ _____ Dollars and _____ Cents | \$ _____ |
| 6 | _____Tons | Bulky Metal Waste Credit Year Three (Minimum Bid = \$8.00 Per Ton) | \$ _____ Dollars and _____ Cents (Total Credit) | \$ _____ (Total Credit) |
| 7 | LS | Collection and Disposal of Garbage and Recyclable Materials – Year Four | \$ _____ Dollars and _____ Cents | \$ _____ |

7.8.3 FIVE-YEAR TERM (Continued)

| Item No. | Estimated Quantity | Description | Bid Price (Written) | Bid Price (Numerals) |
|---|--------------------|---|---|----------------------------|
| 8 | _____Tons | Bulky Metal Waste Credit Year Four (Minimum Bid = \$8.00 Per Ton) | \$ _____ Dollars and _____ Cents (Total Credit) | \$ _____ (Total Credit) |
| 9 | LS | Collection and Disposal of Garbage and Recyclable Materials – Year Five | \$ _____ Dollars and _____ Cents | \$ _____ |
| 10 | _____Tons | Bulky Metal Waste Credit Year Five (Minimum Bid = \$8.00 Per Ton) | \$ _____ Dollars and _____ Cents (Total Credit) | \$ _____ (Total Credit) |
| TOTAL BID (Years 1,2, 3 4 & 5) (Bid Less Credit) | | | \$ _____ Dollars and _____ Cents | \$ _____ |

7.8.4 ALTERNATE #1 - School Dumpster Service

| Item No. | Estimated Quantity | Description | Bid Price (Written) | Bid Price (Numerals) |
|--|--------------------|--------------------------------------|--|----------------------|
| Alt #1 | LS | School Dumpster Service – Year One | \$ _____ Dollars and _____ Cents | \$ _____ |
| Alt #1 | LS | School Dumpster Service – Year Two | \$ _____ Dollars and _____ Cents | \$ _____ |
| Alt #1 | LS | School Dumpster Service – Year Three | \$ _____ Dollars and _____ Cents | \$ _____ |
| Alt #1 | LS | School Dumpster Service – Year Four | \$ _____ Dollars and _____ Cents | \$ _____ |
| Alt #1 | LS | School Dumpster Service – Year Five | \$ _____ Dollars and _____ Cents | \$ _____ |
| TOTAL ALTERNATE BID (Years 1,2, 3 4 & 5) | | | \$ _____ Dollars and _____ Cents | \$ _____ |

7.8.5 ALTERNATE #2 - Dumpster Service

| Item No. | Per Dumpster | Description | Bid Price (Written) |
|---|--------------|-------------------------------|--|
| Alt #2 | Each | Dumpster Service – Year One | \$ _____ \$ _____ Dollars and Cents (In Words) |
| Alt #2 | Each | Dumpster Service – Year Two | \$ _____ \$ _____ Dollars and Cents (In Words) |
| Alt #2 | Each | Dumpster Service – Year Three | \$ _____ \$ _____ Dollars and Cents (In Words) |
| Alt #2 | Each | Dumpster Service – Year Four | \$ _____ \$ _____ Dollars and Cents (In Words) |
| Alt #2 | Each | Dumpster Service – Year Five | \$ _____ \$ _____ Dollars and Cents (In Words) |
| | | | |
| TOTAL ALTERNATE BID #2 (Years 1,2, 3 4 & 5) | | | \$ _____ \$ _____ Dollars and Cents (In Words) |

7.8.6 ALTERNATE #3 Hopper Service

| | | | |
|--|------------------|------------|--|
| Alt #3 | Price per Hopper | Year One | \$ _____ \$ _____ Dollars and Cents (In Words) |
| Alt #3 | Price per Hopper | Year Two | \$ _____ \$ _____ Dollars and Cents (In Words) |
| Alt #3 | Price per Hopper | Year Three | \$ _____ \$ _____ Dollars and Cents (In Words) |
| Alt #3 | Price per Hopper | Year Four | \$ _____ \$ _____ Dollars and Cents (In Words) |
| Alt #3 | Price per Hopper | Year Five | \$ _____ \$ _____ Dollars and Cents (In Words) |
| TOTAL ALTERNATE BID #3 (Years 1,2, 3 4 & 5) | | | \$ _____ \$ _____ Dollars and Cents (In Words) |

7.8.7 ALTERNATE #4 Fleet Purchase

| | | | |
|-------|------|---------------------|--|
| RX 22 | 1996 | VOLVO PACKER | \$ _____ \$ _____ Dollars and Cents (In Words) |
| RX28 | 1997 | VOLVO PACKER | \$ _____ \$ _____ Dollars and Cents (In Words) |
| RX25 | 2000 | VOLVO PACKER | \$ _____ \$ _____ Dollars and Cents (In Words) |
| RX26 | 2004 | PETERBILT PACKER | \$ _____ \$ _____ Dollars and Cents (In Words) |
| RX21 | 2006 | PETERBILT PACKER | \$ _____ \$ _____ Dollars and Cents (In Words) |
| RX24 | 2006 | PETERBILT PACKER | \$ _____ \$ _____ Dollars and Cents (In Words) |

Individual

Name of Firm or Title

Date

Signature

8. CONTRACT DOCUMENTS

8.1. CONTRACT

AGREEMENT (Page 1 Of 2)

THIS AGREEMENT made this _____ day of _____, 20____, between the TOWNSHIP OF ROXBURY, a body politic and corporate of the State of New Jersey, hereinafter the OWNER, and _____, hereinafter the CONTRACTOR.

WITNESSETH

That in consideration of the mutual covenants hereinafter set forth, to be performed by the parties hereto, it is mutually agreed as follows:

- 1. The CONTRACTOR agrees to perform all the work described in the CONTRACT DOCUMENTS and agrees to comply with all the terms therein for the price or prices submitted in the proposal. Said price or prices shall be full compensation for the completion of the entire contract and for all losses and damages, or for any unforeseen difficulties encountered in prosecution of the CONTRACT and for all risk and expenses incurred by the CONTRACTOR.
- 2. The term "Contract Documents" means and will consist of this Agreement, the Form of Advertisement, Solid Waste Uniform Bid Specifications consisting of 50 pages including, but not limited to, work specifications,, Proposals, Bid Bond, Performance Bond, Notice of Award, Acceptance of Award and Notice to Proceed.

The CONTRACT DOCUMENTS enumerated above are hereby made part of this AGREEMENT as though they are physically attached hereto and by execution of this AGREEMENT, the CONTRACTOR acknowledges that it has examined and is familiar with the contents of the said CONTRACT DOCUMENTS.

- 3. No assignment by a party hereto of any rights, interests or obligations under this AGREEMENT will be binding on another party hereto without the written consent of the party sought to be bound.
- 4. This contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts, the day and year first above written.

TOWNSHIP OF ROXBURY

By: _____

Attest: _____

(Name of Contractor)

By: _____

Attest: _____

If the Contractor is a corporation, the signature of the proper officers and the corporation seal shall be affixed.

CERTIFICATE OF TOWNSHIP ATTORNEY

I, the undersigned, the duly authorized Counsel for the Township of Roxbury, do hereby certify that I have personally examined the contents of the fore-going Agreement and all of the Contract Documents described herein, and have found same to be regular and binding on all parties concerned.

Dated _____

Anthony M. Bucco, Township Attorney

8.1 NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION: _____

The OWNER has considered the BID submitted by you on _____, 20____, for the above described ITEM(S)/WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for item(s)/work in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, and certificates of insurance at the time contract is signed.

If you fail to execute said Agreement and to furnish said BID SECURITY at the time the bid is submitted, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID SECURITY. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

this, the _____ day of _____, 20____.

By _____

Title _____

8.2 NOTICE TO PROCEED

To: _____

Date: _____

Project: _____

You are hereby notified that manufacture/delivery/work as described above, under the above referenced Agreement dated _____, 20____, is to commence/be made on _____, _____, and that you are to complete the work/make delivery of said equipment/work no later than _____.

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

this _____ day of _____, 20____.

By: _____

Title: _____

8.3 PERFORMANCE BOND

PERFORMANCE BOND

(Page 1 of 2)

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____ as Principal (CONTRACTOR) and _____ a Surety duly authorized to transact business in the State of New Jersey (Surety), are held and firmly bound onto _____ in the County of _____, NJ, as Obligee (OWNER), in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a Contract with the OWNER for the _____ which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the CONTRACTOR, its representatives or assigns, shall promptly and faithfully perform said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and true intent and meaning, including repair and/or replacement of defective Work, and shall fully indemnify and save harmless the OWNER from all cost and damage which it may suffer by reason on CONTRACTOR's failure to do so, and shall fully reimburse and repay the OWNER for all outlay and expense which the OWNER may incur in making good any such default, and shall protect said OWNER against and pay such default, and shall protect said OWNER against and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said OWNER or its officers or agents or which the said OWNER may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said Work or the manner of doing the same or the neglect of said CONTRACTOR or its agents or servants or the improper performance of the said Work by the said CONTRACTOR or its agents or servants or the infringement of any patent or patent right by reason of the use of any materials furnished or worked on as aforesaid or otherwise, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, for itself, its successors and assigns, hereby stipulates and agrees, if requested to do so by the OWNER, to fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause, the CONTRACTOR fails or neglects to fully perform and complete such Work. The Surety further agrees to commence such Work of completion within twenty (20) days after written notice thereof is received from the OWNER and to complete such Work within such time as the OWNER may fix.

PERFORMANCE BOND

(Page 2 of 2)

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

ATTEST:

CONTRACTOR'S NAME & ADDRESS

Secretary

BY: _____
Principal of CONTRACTOR

WITNESS:

SURETY NAME & ADDRESS

BY: _____
Witness as to Surety

BY: _____
Attorney-In-Fact

Address _____

Print Name and Title

SURETY SEAL

NOTES:

The date of the Bond shall not be earlier than the date of or a date after the date of the Agreement.

The Surety Company shall be authorized to transact business in New Jersey and meet requirements set forth in N.J.S.A. 2A:44-143-144.

If CONTRACTOR is a partnership, all partners shall execute the Bond.

Upon award of Contract, a Surety Disclosure Statement and Certification must be submitted

8.5. CERTIFICATE OF INSURANCE

For Curbside Collection & Disposal:

- (a) If a contract is awarded, the contractor shall be required to purchase and maintain during the life of the contract, comprehensive general and contractual liability insurance, comprehensive automobile liability insurance and worker=s compensation insurance with limits of not less than the following:
 - 1. For worker’s compensation, unlimited coverage and in accordance with New Jersey statutes for employer’s liability:
 - 2. For comprehensive general and contractual liability insurance coverage, the policies 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 \$1,000,000.00 each person and property damage liability limits of \$3,000,000.00 each occurrence; and
 - 3. For comprehensive automobile liability insurance coverage, bodily injury limits of \$500,000.00 each person and \$1,000,000.00 each occurrence, and property damage liability limits of \$1,000,00.00 each occurrence.
- (b) The insurance certificate shall list the TOWNSHIP OF ROXBURY as additional insured on the comprehensive general contractual liability automobile liability, and umbrella policies.
- (c) Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without 30 days prior written notice TO the contract administrator. All insurance required pursuant TO (a) above shall remain in full force and effect until the final contract payment.
- (d) Each insurance policy shall provide that neither the contractor, nor the insurer shall have any right TO subrogation against the TOWNSHIP OF ROXBURY. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as TO protect all the parties.
- (e) Certificate of insurance shall be delivered to the Township of Roxbury, Purchasing Department, 1715 Rt. 46, Ledgewood, NJ 07852, within ten (10) days of receipt of the contract.

ATTACHMENT #1

Procurement and Service Contract - Mandatory Language

P.L. 1975, C. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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, sex, 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, sex, affectional or sexual orientation. 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 Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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, sex, affectional or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it 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.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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.

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, sex, affectional or sexual orientation, and conform with the applicable employment goals, 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).

ATTACHMENT #2

ADDITIONAL INFORMATION TO BIDDERS

1. As required by the Worker's Right To Know Act, safety sheets must be submitted with signed contract documents, where applicable, concerning hazardous substances.
2. The successful bidder is advised that of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the successful bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the successful bidder's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.”
3. Fuel surcharges will not be paid unless specifically address in the bid document and approved by the CFO. Fluctuations in fuel costs should be included in base bid price.
4. Per amendments to N.J.S.A. 40A:11-23(a) and N.J.S.A. 18A:18A-21(a), for all contracts, the date fixed for receiving the bids shall not fall on a Monday, or any day directly following a State or federal holiday. Currently, all federal holidays are also State holidays, and many of them fall on Mondays. The law applies whether or not the contracting unit observes a given holiday. Please note that the rule on postponement requires the bids to be opened within 5 days of the original date of receipt (excluding Saturdays, Sundays, and Holidays).

In addition, bids may not be accepted on Mondays.

5. All business organizations doing business with a local contracting agency are required to be registered. All bidders must submit a Business Registration Certificate with the sealed bid proposal. Failure to submit the Business Registration Certificate will render the bid invalid or non-compliant.
6. The Township reserves the right to reject any or all bids.
7. In the case of tie bids, the Roxbury Township reserves the right to award the bid to one of the bidders.
8. The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the prior written consent of the Township.
9. Any equipment furnished shall be free of defect of material and workmanship and any such defect that may develop in normal use and service shall be replaced or repaired without cost to the Township of Roxbury by the successful bidder with the new equipment guarantee period stated on the proposal form.
10. This contract shall be awarded within 60 days as specified in NJ Chapter 353 P.L. 1975.
11. Should the successful bidder fail to strictly adhere to the Contract, deliver products or services not meeting specifications, be negligent or tardy in an unwarranted manner, the Township reserves the right to cancel the Contract after five (5) days written notice, re-advertise for bids and award a new contract, while reserving to itself all rights for damages incurred.
12. The Township will not hold a pre-bid conference as offered by the State Requirements. However, any questions can be transmitted to the Township, in writing, up until ten days prior to the receipt of bids. All questions will be answered in a timely fashion with the response faxed back to the questioning bidder. Addendums will be addressed in accordance with state rules and regulations.

ATTACHMENT #3**Route 1 Monday**

| | | |
|-------------------|--------------------------------------|----------------------|
| Alexandra Rd | King Rd | Stanley Pl |
| Amboy Street | Kings Highway | Steffani Pl |
| Anne Lane | Kings Parkway | Stevens Road |
| Apple Tree Lane | Kingsland Road | Stierli Court |
| Arce Rd | Lakeside Blvd | Succasunna Rd |
| Arnold Rd | Landing Road | Sunset Lane, Landing |
| Atlas Rd | Laurie Rd | Vail Road |
| Auriemma Ct | Logan Drive | Vail Road East |
| Beech Path | Lopatcong Ave | Williams Rd |
| Bell Court | Lyons Rd | Wills Road |
| Benson Pl | Manor Parkway | Yellow Barn Ave |
| Bernard Rd | Mansel Drive | |
| Boonton St | Matthew Ct | |
| Canal St. Landing | Mitchell Ave | |
| Cayuga Ave | Mohican Ave | |
| Cobb Place | Morse Place | |
| Cole Place | Mt. Arlington Blvd | |
| Colver Rd | N. Frontage Road | |
| Condict Rd | Ogden Rd | |
| Cottage Ave | Old Way Rd | |
| Curtis Rd | Oliver Rd | |
| Davis Rd | Oneida Ave | |
| Davsel Rd | Openaka Ave | |
| Day Rd | Orben Drive | |
| Dell Rd | Orben Drive (off Rt 46) | |
| Dinah Rd | Oweenee Ave | |
| Dorothy Lane | Rebecca Ct | |
| Dover St | Reed Road | |
| Drake Ave | Ridge Rd, Landing | |
| Edith Rd | Riggs Ave, Landing | |
| Elizabeth Way | Rogers Drive | |
| Ezra Place | Roosevelt Way | |
| Ford Road | Route 46 (Mt. Arlington Rd to Orben) | |
| Grove Street | Roxbury Ave | |
| Harriet Way | Roy Rd | |
| Hart Street | Ryerson Rd | |
| Henmar Dr | Salmon Rd | |
| Iroquois Ave | Sherwood Way | |
| Jeffrey Place | Shippenport Road | |
| Jocelyn Rd | Silver Springs Dr | |
| King Pl | Singac Ave | |

ATTACHMENT #3 (continued)**ROUTE 2 Tuesday**

| | | |
|----------------------------------|----------------------------------|--------------------------------|
| Academy Street | High St | N. Second Ave |
| Ann Street, Kenvil | Hillside Ave (Private) | N. Second St. |
| Archer Ct | Holdnak Drive | Oak St. , Succasunna |
| Arlington Avenue | Horizon Dr | Old Timber Court |
| Autumn Court | Howard Blvd | Parker Road |
| Baldus St | Howard Place | Pasture Court |
| Ballentine St | Hunt Rd | Pine Street |
| Bank St | Hunter St. (north side of Rt 10) | Pondside Drive |
| Bent St | James St | Post Road |
| Berkshire Valley Road | John St | Railroad Ave |
| Birch Ln | Jones St | Raritan Ave |
| Budd St | Julian Way | Rena Ct |
| Canal St. Ledgewood | Kentwood Rd | Riggs Ave, Ledgewood |
| Canfield Ave | Kenvil Ave | Route 10 (Rt 46 to Hillside) |
| Carr Lane | Lagoon Way | Route 46 (Rt. 10 to Mine Hill) |
| Chase Drive | Lake Street, Ledgewood | Roxbury Drive |
| Chesler Place | Larsen Lane | Rutgers Place |
| Chesler Square | Lawrence St | Ruth Court |
| Chesler Terrace | Lejay Ct | S. Dell Ave |
| Chester Ave | Little Lane | S. First Ave |
| Circle Drive | Loch Lane | Salmon Lane |
| Cliff Court | Main St. Succasunna | Second St |
| Commerce Blvd (off Emmans) | Main St. Ledgewood | South Second St |
| Commerce Blvd (Righter to Rt 10) | Maple Ave, E & W | South St |
| Corwin St | Mark Ln | Spencer Rd |
| Country Lane | Martin Pl | Spring St |
| Dehart St | Mary Louise Ave | Stone Cottage Lane |
| Evergreen Ave | McCain St | St. Theresa Terr |
| Evergreen Terr | McCroy Drive | Sunnyside Drive |
| Eyland Ave (Rt 10 to Main) | Mechanic St | Sunset Terr |
| Eyland Place | Meeker St | Third St |
| Ferromonte Ave | Mettle Lane | Ward Pl |
| First St | Mill Pond Rd | Wayne Ct |
| Fourth St | Mill Rd | West Dewey Ave |
| Frank St | Morgan Terr | Wheeler St |
| Gordon Rd | Mt. Arlington Road | Wills Ln |
| Green Lane | Nixon Dr | Whisper Way East |
| Gregory Drive | N. Dell Ave | Whisper Way West |
| Halsey St | N. First Ave | Willow Walk Drive |
| Hercules Rd | N. Hillside Ave | |

ATTACHMENT #3 (continued)

ROUTE 3 Wednesday

| | | |
|-------------------------------|---|------------------|
| Alcott Way | Hunter St. (southside Rt 10) | Thor Drive |
| Alexandria Drive | Jessica Lane | Tonneson Drive |
| Alward Lane | Kadel Drive | Unneberg Avenue |
| Alwood Street | Kelly Drive | Valley Road |
| Apollo Court | Kingston Lane | Walker Avenue |
| Applewood Drive | Kristen Drive | West Street |
| Atlantis Drive | Larsen Drive | William Street |
| Bari Drive | Laverty Court | Woods Edge Drive |
| Beechwood Drive | Leonard Place | |
| Beeman Place | Lisa Court | |
| Bernhard Road | Longfellow Drive | |
| Brandywine Court | Magnolia Court | |
| Brookside Road | Mapledale Ave | |
| Bryant Drive | Mekeel Drive | |
| Bud Street, Ledgewood | Melissa Lane | |
| Carey Road | Meredith Court | |
| Carriage Lane | Moore Street | |
| Clearfield Road | Morningside Drive | |
| Commerce Blvd (off Schindler) | Mountain View Rd | |
| Condit Street | Mulberry Court | |
| Corn Hollow Road | Nalron Drive | |
| Dalland Road | Norman Lane | |
| Deer Lane | Old Lane | |
| Dogwood Lane | Pepper Lane | |
| East Mapledale Ave | Perin Place | |
| Eldorado Drive | Pleasant Village Drive | |
| Elmwood Drive | Radcliffe Drive | |
| Emerson Place | Read Court | |
| Emmans Road | Regina Road | |
| Exeter Way | Reidar Street | |
| Franklin Road | Richard Ave | |
| Garden Court | Righter Rd (Eyland to Hillside) | |
| Harrison Ave | Rivendell Road | |
| Hawthorne Drive | Robert Court | |
| Heights Road | Robinson Avenue | |
| Henry Street | Route 10 (E. Hillside to Randolph Border) | |
| Highland Avenue | Ruby Court | |
| Hillary Terrace | Sandra Court | |
| Hilltop Lane | Sara Lane | |
| Hilltop Road | Schindler Drive | |
| Honeyman Drive | Shearman Road | |

ATTACHMENT #3 (continued)

ROUTE 4 Thursday

| | |
|------------------------|--|
| Alpaugh Terrace | Jill Terrace |
| Andre Drive | Joseph Lane |
| Ann Street, Succasunna | Joyce Drive |
| Avon Terrace | Judy Road |
| Barbara Drive | Justine Place |
| Bass Drive | Lamington Drive |
| Bennett Road | Lindbergh Lane |
| Brent Place | Makin Lane |
| Brittany Road | Meadowview Ave |
| Brown Street | Mel Court |
| Carol Drive | Michele Terrace |
| Cathy Place | Midland Road |
| Cedar Lane | Morgan Drive |
| Center Lane | Nyma Way |
| Churchill Drive | Oak Hill Drive |
| Cindy Drive | Paddock Way |
| Circuit Drive East | Park Road |
| Circuit Drive West | Parkview Drive |
| Colonial Way | Parkwood Road |
| Colony Court | Paul Drive |
| Constitution Avenue | Pence Road |
| Cornell Drive | Phyllis Place |
| Cynthia Drive | Picardy Road |
| Delmar Court | Pilgrim Drive |
| Drake Lane | Pleasant Hill Road |
| Earhart Drive | Putters Road |
| Edor Lane | Read Lane |
| Evelene Terrace | Read Road |
| Eyland Avenue | Reger Road |
| Forest Drive | Ridge Rd, Succasunna |
| Gail Drive | Righter Road (Eyland to Randolph border) |
| George St | |
| Golf Course Road | St. Mary Drive |
| Golf Lane | Sunrise Lane |
| Grover Street | Sunset Lane, Succasunna |
| Helen Street | Tempe Place |
| Hilton Road | Toby Drive |
| Holly Drive | West Mapledale Avenue |
| Jacobs Lane | Whitegate Road |
| Janet Place | William Court |
| Jay Street | Wright Court |
| | Yale Drive |

ATTACHMENT #3 (continued)

ROUTE 5 Friday

| | |
|-----------------------------|--|
| Bukiet Ct | Melville Ct |
| Burton Way | Mildred Terrace |
| Canal St. Port Morris | Millay Ct |
| Cather Court | Mitchell Ave |
| Center St | Mooney Road |
| Conkling Road | Morris Street |
| Cooper Drive | Mountain Lane |
| Crystal Court | Mountain Road |
| Davis Street, Port Morris | O'Connor Ct |
| Dickenson Court | Old Traveled Way |
| Driftway Court | Palmer St |
| Eliot Ct | Patricia Drive |
| Faulkner Drive | Poe Ct |
| Fern Court | Rawlings Court |
| First Ave | Redwood Way |
| Fox Chase Lane | Righter Road (Hillside to Mary Louise) |
| Frost Ct | River St |
| Glenn Drive | Rose Court |
| Hampton Court | Route 206 |
| Hemingway Dr | Rt 46 (Rt 10 to Netcong - East) |
| Hemlock Lane | Schmitz Drive |
| Hickory Place | Stowe Court |
| Highland Avenue, Landing | Sue Court |
| Hillcrest Avenue | Timberline Court |
| Hopkins Ct | Trudy Ct |
| Irving Court | Vanover Drive |
| Jake King Lane | Vista Court |
| Jefferson Drive | Washington St |
| Kennedy Drive | Willow St |
| Kilmer Court | |
| Kurt Drive | |
| Lake Shore Drive | |
| Lake Street, Landing | |
| Lazarus Drive | |
| Lincoln Drive | |
| Long Ridge Court | |
| Lookout Drive | |
| Madison Drive | |
| Main St. Port Morris | |
| Marla Terrace | |
| McMullen Street | |

ATTACHMENT #4 2011 Township Calendar