

# SPECIFICATIONS

FOR

## **SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION SERVICE**

TOWNSHIP OF EAST BRUNSWICK  
MIDDLESEX COUNTY  
NEW JERSEY

DIVISION OF HUMAN RESOURCES  
P.O. BOX 1081  
1 JEAN WALLING CIVIC CENTER  
EAST BRUNSWICK, NJ 08816  
732-390-6819

**TOWNSHIP OF EAST BRUNSWICK**  
**NOTICE TO BIDDERS**

Sealed bids will be received by the Municipal Clerk of the Township of East Brunswick, New Jersey, County of Middlesex, in the Large Conference Room at the Municipal Building, One Jean Walling Civic Center, East Brunswick, New Jersey for **SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION SERVICES.**

**BID OPENING DATE:**

\_\_\_\_\_ **A. M.**

A pre-bid meeting will be held on \_\_\_\_\_ at \_\_\_\_\_ in the large conference room at the Municipal Building, One Jean Walling Civic Center Drive, East Brunswick, New Jersey.

Specifications are on file in the Division of Human Resources, Budget & Purchasing, and may be obtained by prospective bidders during the hours of 9:00 a.m. to 5:00 p.m. Bids must be enclosed in a sealed envelope marked appropriately and must have the **NAME AND ADDRESS** of the bidder on the outside of the envelope. Bids may be hand delivered or mailed by certified mail to the above-mentioned address. No other forms will be accepted. **There is a fee of \$25.00 payable to the Township of East Brunswick for each set of Bid Documents.**

Bidders shall submit a Certificate of Surety stating that the surety company will provide the contractor with a bond in such a sum as is required in the advertisement or in the specifications, if he is awarded the bid. The performance bond shall be provided when contract is initiated.

Bids must be accompanied by a certified check, cashier's check or bid bond payable to East Brunswick Township in the amount of 10% of the bid total, not to exceed \$20,000. All bid security except the security of the three apparent lowest responsible bidders shall be returned, unless otherwise requested by the bidder, within 10 days after the opening of the bids, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within three (3) days, Sundays and holidays excepted, after the awarding and signing of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.

Bidders are required to comply with the requirements of P.L. 1975, C. 127 (N.J.S.A. 10:5-31) (An act relating to Affirmative Action in relation to discrimination in connection with certain public contracts.)

A corporation submitting a bid in response to this advertisement shall accompany such bid with a resolution authorizing its proper officers to submit such a bid and authorize said officers to execute a contract in the event its bid is accepted.

The Township, when applicable, reserves the right to take any number of units up to the maximum indicated in the specifications or to increase the quantity by executing a change order provided that the change shall not cause the originally awarded contract price to be exceeded cumulatively by more than 20% net, in accordance

with N.J.A.C. 5:34-4.2. The Township reserves the right to reject any or all bids as in its judgment may be deemed to be in the best interest of the Township of East Brunswick. The Township also reserves the right to waive any minor irregularity or technicality. In the case of tie bids, the Township of East Brunswick shall have the authority to award the contract to the bidder selected by the Township of East Brunswick in its sole discretion.

The Township reserves the right to award the Contract based upon the base bid alone or the combination of the base bid and selected options.

**BY ORDER** of the Township Council of the Township of East Brunswick.

**Nennette Perry**  
**Municipal Clerk**

## **1. INSTRUCTIONS TO BIDDERS**

### **1.1 THE BID**

The Township of East Brunswick (the "Township") is soliciting Bid Proposals from solid waste collectors interested in providing Solid Waste and Recyclable Materials Collection Services for a period of up to five (5) years. The Township intends to award a three (3) year contract with two (2) optional one (1) year renewal periods or a five (5) year contract. The Township shall have the unilateral right to award or not award each optional renewal period after the third year. The Contract shall commence on January 1, 2019 and end on either December 31, 2021, 2022, or 2023, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 *et seq.*

### **1.2 CHANGES TO THE BID SPECIFICATIONS**

Notice of revisions or addenda to advertisements or bid documents will, no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the Home News Tribune, 35 Kennedy Boulevard, P.O. Box 1049, East Brunswick, NJ 08816 and in the Star Ledger, One Star Ledger Plaza, Newark, NJ 07102.

### **1.3 BID OPENING**

All bid proposals will be publicly opened and read by the Township Clerk at [REDACTED] on [REDACTED], 2018 in the large conference room at the Municipal Building, One Jean Walling Civic Center Drive, East Brunswick, NJ 08816. Bids must be delivered by hand or by mail to the Township Clerk no later than the bid opening date. 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. A pre-bid meeting will be held on [REDACTED] in the large conference room at the Municipal Building, One Jean Walling Civic Center Drive, East Brunswick, New Jersey.

### **1.4 DOCUMENTS TO BE SUBMITTED**

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

1. Certified 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. 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 East Brunswick;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety;
7. Corporate resolution requirement;
8. Acknowledgment of addenda;
9. Department of Treasury Business Registration Certificate;
10. Complete W-9 including Employer Identification Number; and

11. Bid Proposal.

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

**2. DEFINITIONS**

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

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

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

"Brush" shall mean mandated Class B recyclable material and is limited to branches less than 6" in diameter, woody plants and tree parts.

"Bulky Waste" means non-recycled solid waste type 13 as defined in N.J.A.C. 7:26-2.13. Bulky Waste shall be collected weekly.

"Bundles" normally loose items such as (a) tree, shrub, brush trimmings; (b) newspapers; or (c) corrugated and cardboard accumulated by category shall be collected if organized into bundles of not more than four (4) feet in length and tied with heavy twine weighing no more than fifty (50) lbs. per bundle. Bundles shall be organized as to be conveniently handled by one (1) person.

"Carts" means a 96- Gallon mobile cart used to collect recyclables at multi-family locations with limited containment areas.

"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.

"Commercial Waste" means any waste type 10, as defined in N.J.A.C. 7:26-2.13.

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

"Construction Debris" means waste building materials resulting from construction, remodeling, repair or demolition operations performed by the resident which is placed at the curb in a Bag, Bundle or Container as defined herein.

"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 Township to procure and administer contracts for solid waste collection and recycling services.

"Contract Documents" means the Notice to Bidders, Instructions to Bidders, General Specifications, the Contractor's Proposal, Resolution, Performance Bond, Bid Document and any addenda or changes to the foregoing documents agreed to by the Township of East Brunswick and the Contractor.

"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.

"Dead Animals" means animals or portions thereof except dead deer that have expired from any cause shall be removed by the Contractor.

"Designated collected recyclable material" means (a) comingled: glass, aluminum, plastic (PET-HDPE), bimetal (food-liquid) and aerosol cans; (b) bundled newspapers; (c) bundled corrugated cardboard; (d) bagged or bundled mixed paper/junk mail, hard and soft covered books and telephone books; (e) leaves and biodegradable leaf bags; (f) brush; and (g) food waste/organics as designated in Township Ordinance &114-1 (B)

"Designated collected solid waste" means solid waste types 10A, 13, 13B and 23. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal facility" means those sites designated in the Middlesex County Solid Waste Management Plan for use by the Township of East Brunswick.:

Middlesex County Sanitary Landfill  
53 Edgeboro Road  
East Brunswick, New Jersey

Midco Recycling  
5 Industrial Drive  
New Brunswick, New Jersey

Township Leaf/Compost Facility  
Edgeboro Road  
East Brunswick, New Jersey

"Fiber" means all paper products listed as designated recyclables including- Newspaper, defined as number 6 news; Mixed paper including magazines, junk mail, school paper, computer paper, catalogs, non-metallic wrapping paper and books; Cardboard and Corrugated paper including chipboard.

"Garbage" means the accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including but not limited to food containers and all putrescible matter likely to attract flies or rodents); except (in all cases) any matter included in the definition of White Goods, Hazardous Waste and Recyclable materials.

"Guarantor" means, if applicable, the parent corporation or other third party, its successors or assigns, which has in each case guaranteed the performance by the successful bidder of each of the bidder's obligations under the terms of this bid. Such guarantee shall be evidenced by an agreement executed by the Guarantor, a form of which is set forth in these specifications.

"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.

"Hazardous Waste" means any material or substance which, by reason of its composition or characteristics, is either, (i) toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C.A. 6901 et. Seq. as replaced amended, or supplemented, or any laws of similar purpose or effect, and such rules or regulations promulgated thereunder, or (ii) special nuclear or byproduct materials within the Atomic

Energy Act or effect, and such rules or regulations promulgated thereunder, or (iii) other materials which the NJDEP or the USEPA or any governmental body shall determine from time to time is harmful, toxic, or dangerous or otherwise ineligible for disposal at the selected facility.

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

**Solid Waste**

- New Year's Day
- Memorial Day
- July 4<sup>th</sup>-Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

**Recycling**

- New Year's Day
- Memorial Day
- July 4<sup>th</sup>-Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

"Industrial Waste" means any waste type 27, as defined in N.J.A.C. 7:26-2.13.

"Innovator Containers" means covered roll off containers with openings on top for deposit of recyclables, used primarily in multi-family developments for the collection of recyclables.

"Institutional Waste" means any waste type 10, as defined by N.J.A.C. 7:26-2.13, generated by hospitals, colleges, schools, nursing homes, medical and dental professional buildings, research and development processes, and laboratories.

"Legal newspaper" means the Home News Tribune, 35 Kennedy Boulevard, P. O. Box 1049, East Brunswick, NJ 08816 and the Star Ledger, One Star Ledger Plaza, Newark, NJ 07102.

"Liquidated Damages" means those damages assessed by the Township against the Contractor as specified in the Bid Specifications and Contract.

"Litter" means all garbage, refuse, and other discarded materials deposited in the Litter Receptacles belonging to the Township.

"Material Recycling Facility (MRF)" means those facilities approved by the State of New Jersey to handle and process recyclable materials.

"Multi-family Unit" means any condominium, townhouse or apartment complex presently receiving municipal service for the collection of Solid Waste and/or Recyclables. This includes new or added units in the future.

"Producer" means an occupant of a Residential Unit or municipal office that generates Refuse and Recyclable materials.

"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.

"Recycling Containers" means containers for collection of recyclables as described herein.

"Recyclable Materials" means those materials which would otherwise become solid waste and which may be collected, separated or processed and returned to the economic mainstream.

"Residential Unit" means a dwelling in an area deemed zoned Residential within the corporate limits of the Township of East Brunswick occupied by a person or group of persons including all schools and municipal properties in the Township of East Brunswick as defined by the Department of Public Works where garbage can be placed safely at the curb in Containers, Bags or Bundles. A "residential unit" shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

"Residential Waste" means any waste type 10 and type 13, as defined at N.J.A.C. 7:26-2.13, generated by single and multifamily homes, apartment and condominium complexes.

“Refuse” means all miscellaneous materials such as rags, paper products, leather goods, rubber, crockery or other material not defined as recyclable and white goods.

“Rubbish” means all materials generated by Residential Units consisting of materials other than food waste and items not included in the current recycling/recyclable list.

"Service Area" means the geographic area described below. The service area is as follows: Township of East Brunswick, New Jersey (map included).

“Single Stream” means a recycling system whereby designated source separated Recyclable Materials are commingled without regard to Fiber or non-fiber materials and sorted at a facility able to process such materials. Materials may be collected from either single stream or dual stream containers but in either instance the collection of same shall be considered Single Stream for purposes of the Contract.

"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.

“Toter” see “Carts”

“White Goods” means that portion of Bulky Waste type 13 consisting of discarded appliances, including but not limited to washing machines, clothes dryers, hot water heaters, refrigerators, furnaces, boilers, metal office furniture, and freezers. White Goods may contain CFC’s requiring evacuation at a facility approved by the Township. Collection of White Goods and metal shall be performed by the Township.

“Yard Waste” means any waste accumulations of grass, leaves or shrubbery cuttings or clippings, tree branches, tree limbs, parts of trees, bushes, shrubbery or other material usually created by yard maintenance. Yard waste shall be free of dirt, rocks and other bulky and noncombustible materials and shall be separated for purposes of collection into grass clippings, leaves and other materials.

### **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 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 of East Brunswick 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 of East Brunswick NJ shall not award the contract based on the bid price for separate options.

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

**3.2. BID GUARANTEES**

- A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Township of East Brunswick in the amount of 10% of the highest aggregate five (5) 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.

**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.

**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**

- A. 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.
- B. Submission of a Bid Proposal serves as the bidder's representation that it has read and understands the Bid Specifications and that it has duly considered all information contained therein in the course of preparing its Bid Proposal. Moreover, submission of the Bid Proposal serves as the bidder's representation that if awarded the Contract, the successful bidder will not make any claims for, or have any right to, any concessions or damages because of a lack of understanding of the Bid Specifications or lack of information concerning the same.

**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 Township 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 agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

### **3.8 COMPLIANCE WITH DIESEL RETROFIT PROGRAM**

N.J.A.C. 7:27-32.1, *et seq.*, establishes a Diesel Retrofit Program for a variety of on-road diesel vehicles and off-road diesel equipment in order to reduce health risks by minimizing the amount of diesel exhaust in cabins and lowering the levels of fine particulate diesel emissions emitted from regulated vehicles. This program requires the installation and use of Best Available Retrofit Technologies (BART) in regulated diesel-powered solid waste vehicles. Pursuant to the definitions in the regulations, a “regulated solid waste vehicle” is one that is registered in New Jersey, is powered by a diesel engine, has a gross vehicle weight rating in excess of 14,000 pounds, and is publicly-owned or privately-owned but used in a contract with the State or a local government entity for the collection of residential or commercial (nonindustrial) solid waste. With certain exceptions, the owner of a regulated solid waste vehicle or regulated off-road diesel equipment shall comply with the requirements of this program by ensuring, by the dates set forth in the regulations, that the regulated solid waste vehicle or regulated off-road diesel equipment has been retrofitted using BART, at emission reduction levels as described in the regulations. A solid waste bodied-vehicle operated solely for the collection of Recyclable Materials is not considered a regulated solid waste vehicle under the Diesel Retrofit Program rules because Recyclable Materials are not considered solid waste as defined by the solid waste regulations at N.J.A.C. 7:26-1.6.

All bidders must provide evidence of compliance with N.J.A.C. 7:27-32.1, *et seq.*, or proof that compliance is not required.

## **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 Township, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Township’s decision, in writing, by certified mail.

B. The contract will be awarded to the bidder whose total aggregate bid price for the five (5) year term of contract, i.e. three (3) year contract plus two (2) optional one (1) year extensions 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 East Brunswick rejects all bids, the 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 East Brunswick 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 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 with the signed contract.

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

C. For a five (5) year contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond with the signed contract. The performance bond for each succeeding year shall be delivered to the Township of East Brunswick 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 of East Brunswick 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 East Brunswick 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's 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 photo copy of the certificate.

3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.

C. If the Contractor does not submit the affirmative action document within the required time period the Township 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 SCOPE OF WORK**

The Contract shall consist of all items contained and selected by the Township of East Brunswick in the bid proposal including sufficient supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Bid Documents.

The Contract is for three distinct basic services: Solid Waste Collection & Carting; Collection Services For Collection of Recyclable Materials; Rental Trucks.

**CONTRACTORS MUST BID ON ALL BASE BIDS.**

#### **5.2. TERRITORY**

The Contractor shall provide solid waste and recycling collection, removal and disposal from within the territorial and geographical boundaries of the Township of East Brunswick as described in these bid specifications.

#### **5.3. COLLECTION SERVICES**

##### **5.3.1 BASE BID- SOLID WASTE COLLECTION & CARTING**

The Contractor shall provide once per week year-round collection of Solid Waste AND twice per week collection of Solid Waste from May 1 through the week after Labor Day for all single-family properties and the Multi-family residential units.

**IMPORTANT NOTICE:**

BIDDERS ARE ADVISED THAT SOME OR ALL OF THE MULTI-FAMILY RESIDENTIAL UNITS IDENTIFIED IN SCHEDULES A1 AND A2 MAY WISH TO CONTRACT PRIVATELY WITH THE SUCCESSFUL BIDDER FOR A SECOND WEEKLY COLLECTION OF SOLID WASTE DURING THE ONCE PER WEEK COLLECTION PERIOD.

ACCORDINGLY, THE TOWNSHIP REQUIRES THAT THE BIDDERS CERTIFY ON THEIR BID PROPOSAL FORM THAT THEY WILL NEGOTIATE WITH THE MULTI-FAMILY RESIDENTIAL UNITS FOR THE SECOND WEEKLY COLLECTION FAIRLY AND IN GOOD FAITH.

The Contractor shall provide service for each option awarded by the Township. The Township shall award the bid for the selected option for the contract period of up to five (5) years. The contract shall commence on January 1, 2019 and end on the awarded period.

**5.3.2 BASE BID- RECYCLABLE MATERIALS COLLECTION AND CARTING SERVICE**

Bidders will provide once every-other-week year-round collection of Recycling services for all single-family properties and the Multi-family residential units.

**5.3.3 BASE BID- RENTAL TRUCKS**

At the Township's request, the Contractor shall provide rental equipment and labor to perform services in addition to the Base Bid services, including but limited to, leaf collection. The Township shall provide adequate notice to the Contractor to request the rental equipment. Collection with rental crews may be performed Monday through Saturday. Contractor shall provide a per-day cost to furnish rental equipment and labor required in the specifications.

**A. Bagged Leaf Collection**

The Contractor shall provide curbside collection of bagged leaves at residential family homes using a compactor and disposed of at the Township Leaf/Compost Facility. Collection will be performed Monday through Saturday between the months of October and December. A minimum of one crew to a maximum of two (2) crews may be utilized.

**B. Loose Leaf Collection**

The Contractor shall supplement Township staff in providing curbside collection of loose leaves at residential family homes Monday through Saturday between the months of November and December. Trucks shall dispose of leaves at the Township Leaf/Compost Facility. A minimum of one crew to a maximum of four (4) crews will be utilized. Leaves will be picked up with loaders equipped with claws and placed in compactor trucks by Township personnel. Collection chutes will be provided and installed on Contractor's trucks by Township. There shall be no additional compensation during the one day installation period of said chutes. Chutes will be removed by the Township at the end of each season.

A rental crew shall be defined as satisfying the following requirements:

1. **Truck Type:** Minimum thirty-one (31) cubic yard rear-load compactor.
2. **Crews:** Driver and minimum one (1) thrower. Provide experienced personnel with a sound safety record. Workers shall wear proper safety clothing. Personnel displaying any impairment from any substance abuse shall be removed by the Contractor. CDL licenses required for drivers.
3. **Hours:** 7:00 a.m. to 3:00 p.m. Collection of material shall not start before 7:00 a.m. nor continue after sundown on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the Township and Contractor or when Contractor reasonably determines that an exception is necessary in order to complete collection. The Contractor is responsible to coordinate curbside collection with Township operation hours.
4. **Payment:** Per Day- based on an eight (8) hour work day.
5. **Routes of Collection:** Routes shall be established by the Township.

#### **5.4. CONTAINERS AND CONDITIONS OF COLLECTION**

##### **5.4.1 SOLID WASTE CONTAINERS AND CONDITIONS OF COLLECTION**

Containers shall be provided by the Contractor only where indicated in each of the sections as described within these Bid Specifications.

A. Curbside- Proper receptacles or containers to be placed curbside for residential service shall include plastic bags and receptacles with a capacity of greater than 20 gallons but less than 96 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by animals. The mouth of a Container shall have a diameter greater than or equal to that of the base. Plastic bags shall be designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by top. The weight of the bags or Containers and its contents shall not exceed fifty (50) pounds. The Contractor shall place/replace solid waste containers upside down no further than five (5) feet from the curb or edge of pavement after they are emptied.

B. Dumpsters-

1. Type, Size and Number: The Contractor shall supply all required solid waste dumpsters of a size and number for the facility or dumpster enclosures for multifamily complexes and Municipal locations throughout the Township as outlined within these specifications and in East Brunswick Township 2018 Municipal Data. Payment for collection shall be included in the Base Bid. The Contractor shall be entitled to payment for additional dumpsters not outlined in the bid specifications as submitted in the Bid Proposal.

2. Container Appearance: The Contractor shall be required to provide containers that are a uniform color. Containers shall be water tight with a lid and properly labeled with pictograms as to their contents. Solid Waste Containers shall be appropriately labeled so as to limit cross contamination of recyclables and solid waste. Label designs shall be submitted to the Contract Administrator before the start of the Contract for approval prior to use. All containers provided by the Contractor shall be freshly painted and cleaned prior to being placed into service. When determined as necessary by the Contract Administrator, the Contractor shall be required to repaint/repair or replace containers within seven (7) days of receiving such notice. There shall be no additional charge for this service.

3. Placement and Overflow: The Contractor shall place all containers within the designated areas. The Contractor shall clean up any spillage or overflow which occurs from any container or receptacle serviced by the Contractor.

4. Container Access: The Contractor will be provided with safe and reasonable access to waste containers. The Contractor is not required to render service if the presence of any interference prevents access to waste containers and/or poses a threat to the Contractor or the Contractor's employees or agents. If the Contractor is unable to pick up waste in accordance with the collection schedule due to a violation of the above conditions, the Township shall not hold the Contractor responsible. The Contractor shall make the pick up as soon as possible, but no later than twenty-four (24) hours, after the problem preventing collection is rectified.

5. New Developments: The Contractor shall provide dumpsters for the collection of solid waste for all new developments within one (1) week of the issuance of the first certificate of occupancy. **The payment for additional dumpsters shall be included in the bid proposal.**

C. Bulky Waste-

1. Bulky waste is collected weekly as part of the scheduled collection, not Township-wide. Bulky waste shall be collected the second collection day during the twice per week collection period.

**5.4.2 RECYCLING CONTAINERS AND CONDITIONS OF COLLECTION**

A. Curbside- The Township provides curbside residential containers to residents. Materials may be collected from either single stream or dual stream containers but in either instance the collection of same shall be considered Single Stream for purposes of the Contract. Residential recycling containers will be left upside down no further than five (5) feet from the curb or edge of pavement after they are emptied. Comingled Cans shall be bright yellow with a recycling logo, twenty (20) to thirty two (32) gallon, molded plastic container of sufficient strength and durability to store comingled materials [glass, aluminum, steel and bimetal cans; plastic (PET-HDPE) milk, soda and water jugs]. Mixed Paper containers shall be bright blue labeled with a recycling logo and lid, fourteen (14) to eighteen (18) gallon, molded plastic rectangular container of sufficient strength and durability to store mixed paper, cardboard, and newspapers. Containers damaged by the contractor shall be replaced at Contractor's expense.

B. Dumpsters-

1. Type, Size and Number: The Contractor shall supply all required recycling dumpsters of a size and number for the facility or dumpster enclosures for multifamily complexes and Municipal locations throughout the Township as outlined within these specifications and in East Brunswick Township 2018 Municipal Data.

2. Container Appearance: The Contractor shall be required to provide containers that are a uniform color. Containers shall be water tight with a lid and properly labeled with pictograms as to their contents. Containers shall be clearly marked "Recycling Only" with a list and/or pictures of specific materials that may be deposited in the container. Label designs shall be submitted to the Contract Administrator before the start of the Contract for approval prior to use. All containers provided by the Contractor shall be freshly painted and cleaned prior to being placed into service. When determined as necessary by the Contract Administrator, the Contractor shall be required to repaint/repair or replace containers within seven (7) days of receiving such notice. There shall be no additional charge for this service. LOGO, Bi-Lingual, Water Tight, Lid

3. Placement and Overflow: The Contractor shall place all containers within the designated areas. The Contractor shall clean up any spillage or overflow which occurs from any container or receptacle serviced by the Contractor.

4. Container Access: The Contractor will be provided with safe and reasonable access to recycling containers. The Contractor is not required to render service if the presence of any interference prevents access to recycling containers and/or does poses a threat to the Contractor or the Contractor's employees or agents. If the Contractor is unable to pick up Recycling Material in accordance with the

collection schedule due to a violation of the above conditions, the Township shall not hold the Contractor responsible. The Contractor shall make the pick up as soon as possible, but no later than twenty-four (24) hours, after the problem that collection is rectified.

5. New Developments: The Contractor shall provide dumpsters for the collection of solid waste for all new developments within one (1) week of the issuance of the first certificate of occupancy. The payment for additional dumpsters shall be included in the bid proposal.

C. Carts

1. Type, Size and Number: The Contractor shall supply all required recycling Carts of a size and number for the facility or dumpster enclosures for multi-family complexes and Municipal locations throughout the Township as outlined within these specifications and in East Brunswick Township 2018 Municipal Data.

2. Container Appearance: The Contractor shall be required to provide Carts that are a uniform color. Carts shall be water tight with a lid and properly labeled with pictograms as to their contents. Carts shall be clearly marked "Recycling Only" with a list and/or pictures of specific materials that may be deposited in the Cart. Label designs shall be submitted to the Contract Administrator before the start of the Contract for approval prior to use. When determined as necessary by the Contract Administrator, the Contractor shall be required to replace containers within seven (7) days of receiving such notice. There shall be no additional charge for this service.

3. Placement and Overflow: The Contractor shall place all Carts within the designated areas. The Contractor shall clean up any spillage or overflow which occurs from any Cart serviced by the Contractor.

4. Container Access: The Contractor will be provided with safe and reasonable access to the recycling Carts. The Contractor is not required to render service if the presence of any interference prevents access to the recycling Carts and/or does poses a threat to the Contractor or the Contractor's employees or agents. If the Contractor is unable to pick up Recycling Material in accordance with the collection schedule due to a violation of the above conditions, the Township shall not hold the Contractor responsible. The Contractor shall make the pick up as soon as possible, but no later than twenty-four (24) hours, after the problem that collection is rectified.

5. New Developments: The Contractor shall provide Carts for the collection of solid waste for all new developments within one (1) week of the issuance of the first certificate of occupancy. The payment for additional Carts shall be included in the bid proposal.

**5.4.3 LEAF BAGS AND CONDITIONS OF COLLECTION**

Biodegradable Bags- A self-standing, square bottom bag measuring 16" x 12" x 35" that is used strictly for leaves and able to be decomposed.

**5.5. COLLECTION SCHEDULE**

A. All collection services, as described in these Bid Specifications, shall be performed on weekdays; Monday through Friday; except as noted herein, between the hours of 7:00 a.m. and sundown.

B. Collection on Saturday's shall occur during the twice per week solid waste schedule and an as needed basis for holiday or rescheduled collection.

C. Solid Waste and Recycling collection are exempted on holidays as defined in 2. Holiday

1. The Township shall be responsible for determining rescheduled collection dates and notifying residents.
2. The Township shall establish all solid waste and recycling routes.
3. Solid Waste collection shall be pushed back one day during the once per week collection period in the event of a holiday or in the event to reschedule.

## **5.6. DISPOSAL OF SOLID WASTE AND RECYCLABLES**

### **A. SOLID WASTE**

1. All solid waste collected within the Township shall be disposed of in accordance with the Middlesex 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 Middlesex County Sanitary Landfill, 53 Edgeboro Road, East Brunswick, New Jersey (732-246-4313).

2. The Township reserves the right to designate another disposal facility in accordance with the Middlesex 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.

3. The Township shall pay all tipping fees.

### **B. RECYCLABLE MATERIAL**

1. The Contractor shall be responsible for marketing of Recyclable Material collected under the terms of these Bid Specifications. Disposition of these materials must be at a market or processing facility that is approved by the Contract Administrator.

### **C. LEAVES & BRUSH**

1. All leaves and brush collected shall be disposed of at the Township Leaf/ Compost Facility.

## **5.7. VEHICLES AND EQUIPMENT**

- A. All equipment shall be no older than five years at the start of the contract.

B. All Bidders shall complete the Statement of Bidder's Qualifications, Experience and Financial Ability and respond to Question #7 of the Questionnaire that requires a description of all equipment to be used in the performance of the Contract.

C. 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. All vehicles shall comply with the regulations of the New Jersey Department of Transportation and the United States Department of Transportation. In addition, all vehicles shall be designed to meet the Association of National Standards Institute (ANSI) Z245.1 safety standards or the latest version thereof.

D. 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.

- E. 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, shovel and spill kits.

F. 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 Bid 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.

G. All collection vehicles shall be of the same color. All collection vehicles are to be equipped with a G.P.S. system. The Township shall have access and ability to monitor real time data.

H. The Contractor shall provide daily vehicle log forms to be approved by the Contract Administrator, of all solid waste and recycling vehicles being used to provide service to the Township at the start of each workday. Said listing shall include:

1. Truck Number
2. Vehicle License Plate Number
3. Load Type (Solid Waste/Recycling & Front/Rear Load)
4. Driver Name
5. Crew Name
6. Weight of vehicle contents

#### **5.8. NAME ON VEHICLES**

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

#### **5.9. TELEPHONE FACILITIES AND EQUIPMENT**

A. The Contractor must provide and maintain an office within reasonable proximity of the 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 6:00 p.m. and make provisions for after-hours calls.

#### **5.10. 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 and recycling no later than the next regularly scheduled collection day or as designated by the Contract Administrator. 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 or as designated by the Contract Administrator.

B. Failure to collect or perform services shall be deemed to have occurred if:

1. The Contractor makes a general assignment for the benefit of creditors; or
2. A receiver should be appointed on account of the Contractor's insolvency; or

3. The Contractor should persistently or repeatedly refuse to supply enough labor, material or equipment to maintain the established schedule of collection; or
  4. The Contractor should fail to make prompt payment for material or labor; or
  5. The Contractor persistently disregards applicable federal or state laws or ordinances of the Township of East Brunswick; or
  6. The Contractor otherwise violates any provision of the Contract or Bid Specifications.
- C. In the event of a Failure to collect or perform services, the Township may, without prejudice to any other right or remedy, terminate the Contract at its discretion, and award the same to another contractor.

#### **5.11. COMPLAINTS**

- A. The Contractor shall provide phone and email contact information to field all complaints from the customers.
- B. 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.
- C. The Contractor shall submit a copy of all complaints received and the action taken to the Township.

#### **5.12. SOLICITATION OF GRATUITIES**

The Contractor shall ensure that no agent or employee solicits or receives 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.

#### **5.13. 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, the Contractor will submit an invoice to the Township for the preceding calendar month (the "Billing Month").
- 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. The Township will pay the costs of disposal. The disposal facility shall bill the Township directly for all costs (including taxes and surcharges).
- D. Point of service collection billing and payment will be paid monthly based on 1/12<sup>th</sup> of annual bid.

#### **5.14. COMPETENCE OF EMPLOYEES**

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the 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. Employees shall wear appropriate safety clothing.

#### **5.15. SUPERVISION OF EMPLOYEES**

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Superintendent or Foreman must have a cell phone and mobile radio contact with all route vehicles. Contractor shall supply the Township will cell phone numbers and/or mobile radio for purposes of immediate contact with the Superintendent or Foreman. The Contractor shall notify the Contract Administrator, in writing, that a Supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes.

#### **5.16. INSURANCE REQUIREMENTS**

A. The Contractor, prior to commencing work, shall provide at its own expense, the following insurance to the Township together with evidence of such insurance as stated below. Sixty (60) days prior to cancellation or material change or notice of non-renewal of the policies, the Contractor shall give notice to the Township by registered mail, return receipt requested, for all of the following stated insurance policies. The Certificates of Insurance shall state:

“Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail sixty (60) days written notice to the certificate holder named to the left.”

B. All notices shall name the Contractor and identify the Agreement. All policies shall be endorsed naming the Township, its officers, employees, agents and consultants. All policies shall require that the insured will pay all defense claims and any judgments entered therein. It is expected that all policies will be insured on an “occurrence” basis. The Township may waive or modify any requirement stated herein if the Township, in its sole judgment and discretion, deems it would be in its best interest to do so.

C. **Workers Compensation.** The Contractor shall obtain Standard Workers’ Compensation Insurance indemnifying the Contractor against any loss arising from liability or injuries sustained by any and all agents, servants or employees of the Contractor who shall be entitled to compensation under the Workers’ Compensation Law of the State of New Jersey (Workers’ Compensation Limit – statutory/Employers Liability limit \$500,000 each accident). If the Contractor is incorporated outside the State of New Jersey, the said policy must include the “Other States Endorsement.”

D. **General Liability.** The Contractor shall General Liability Insurance on an “occurrence” form with a five million dollar (\$5,000,000.00) combined single limit of liability per occurrence (limit may be combined with an excess limit to have a total of \$5,000,000 per occurrence). The policy will include the ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version. In the event the policy has an aggregate limit of liability, said policy must include ISO Form CG-25-03-97 Amendment-Aggregate Limits of Insurance (per project).

E. **Automobile Liability.** The Contractor shall obtain Automobile Liability Insurance with a minimum combined limit of liability of one million dollars (\$1,000,000.00) per accident. Said policy must include coverage for owned, non-owned and hired autos. The policy must have an MCS-90 endorsement, a true copy of which must be filed with the Township. The policy must provide for the defense of the first named insured, as well as, the Township, its officers, employees, agents and servants all of whom are to be endorsed to the policy as additional insured.

F. **Environmental Impairment Liability.** The Contractor must show evidence of the purchase of environmental impairment liability insurance or through corporate financial capacity, the ability to provide a minimum of one million dollars (\$1,000,000.00) per occurrence with a two million dollars (\$2,000,000.00) annual aggregate for the clean-up, mitigation and defense costs associated with a spill from any permanent or

temporary fuel storage tank.

The Contractor's environmental impairment liability policy must include coverage for removal, clean up and remediation of any and all pollutants at an operational exposure or while in transit due to negligence of the Contractor. Further, said policy must provide bodily injury and property damage liability coverage resulting from or directly related to a pollutant event caused by the Contractor. A true specimen copy of the policy must accompany the Bid proposal.

G. **Disability Benefits.** The Contractor shall provide proof of compliance with the Disability Benefits Law.

H. **Umbrella/Excess Liability.** See item D.

I. **Policy Changes.** If at any time, any of the foregoing policies shall be or become unsatisfactory to the Township as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Township, consultants of the Township, its officers, employees, agents and servants, its successors and/or assigns as their interests may appear the Contractor shall, upon notice to that effect from the Township, consultants of the Township, its officers, employees, agents, and servants, its successors and/or assigns as their interests may appear within sixty (60) days obtain a new policy, submit the same to the Township for approval and submit a Certificate thereof as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of the Township, consultants of the Township, its officers, employees, agents, and servants, its successors and/or assigns as their interests may appear may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the contractor of any liability under the Agreement. All policies required above shall contain a sixty (60) day notice of cancellation and/or non-renewal and shall require the insured to notify the Township of its intent to either cancel or not to renew immediately.

J. **Insurance Companies.** The Contractor shall use an insurance company(ies) that has (have) an A.M. Best rating of at least AX. The Township, at its sole judgment and discretion, may allow the Contractor to utilize and insure with a rating less than AX. Requests must be forwarded to the Township for its review and approval. The Contractor shall use an insurance company(ies) that is (that are) authorized to underwrite insurance risks for the specific line(s) of coverage by the Department of Insurance of the State of New Jersey.

K. **Hold Harmless Provision.**

Contractual Liability Insurance: The Contractor shall indemnify, defend, and hold harmless the naming the Township, its officers, employees, agents and consultants, and their respective successors and assigns as their interests may appear, from and against any and all claims, demands, suits, proceeding, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the work, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants, or employees and/or any other persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent.

## **5.17. CERTIFICATES**

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

## **5.18. INDEMNIFICATION**

The Contractor shall indemnify and hold the Township and its officers, officials, and employees harmless 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 form 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.

**5.19. LIQUIDATED DAMAGES**

The parties acknowledge that in the event of a default in performance by the Contractor, it is foreseeable that the Township will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others shall consist of intangible losses calculate and assess, including but not limited to, revenue losses and general administrative costs. For these intangible losses, in the event the Contractor fails to satisfactorily comply with all of the terms and conditions of the Contract and/or these Bid Specifications, the Contractor shall be liable for, and the Township may deduct from any amount then due to the Contractor, the below listed sums as Liquidated Damages:

1. (a) For failure to make any resident collection on any one collection day, the Contractor shall pay the Township of East Brunswick the sum of one thousand dollars (\$1,000.00) for each day in which the failure continues plus the sum of one thousand dollars (\$1,000.00) per day for each vehicle hired or used by the Township for the purpose of performing the collection service which the Contractor has failed to perform plus the sum of three hundred dollars (\$300.00 per day for each person used or employed including Township employees assigned to the performance of this service.

(b) For failure to make substantial collection of Recyclables on any one collection day, the Contractor shall pay to the Township of East Brunswick the sum of two thousand two hundred dollars (\$2,200.00) for each day in which the failure continues plus the sum of one thousand one hundred dollars (\$1,100.00) per day for each vehicle hired or used by the Township for the purpose of performing the collection service which the Contractor has failed to perform plus the sum of three hundred dollars (\$300.00) per day for each person used or employed including Township employees assigned to the performance of this service.

(c) The Contractor shall be deemed to have failed to make substantial collection as hereinabove provided when he shall have failed to collect and remove at least sixty percent (60%) of the expected tonnage of refuse ordinarily and normally collected and removed on each collection day, but if the Contractor has collected eighty-five percent (85%) of refuse as aforesaid, it shall be deemed that he has made substantial collection and he shall not be subject to the damages herein provided but shall pay such liquidated damages as may hereinafter be prescribed. For the purposes of this Section, the Township's estimate of the percentage of refuse collected as aforesaid shall be binding and conclusive on the Contractor.

2. For failure to collect the Recyclables in accordance with the Contract and Specifications herein of any resident, municipal building or other entity entitled to such collection or for failure to properly return containers to the curb, one thousand dollars (\$1,000.00) for each such failure shall be levied.

3. For failure to immediately clean up spillage from the Contractor's vehicles or resulting from the collection, carting or loading of Recyclables, Contractor will be liable for all costs incurred for cleanup and disposal for each incident or failure.

4. For transferring Recyclables from vehicle to vehicle, one thousand dollars (\$1,000.00) for each such occurrence. This applies to non-Township materials.

5. For failure to maintain telephone service properly attended during the required hours as provided in the Specifications, one thousand dollars (\$1,000.00) for each hour of such violation.

6. For using vehicles and equipment which are not in good repair and which the Contractor has filed to repair or properly maintain for a period of forty-eight (48) hours after receipt of written notice from the Township of a directive to repair as required for the purpose of providing safe and sanitary collection service and pursuant to the within Specifications, the sum of one thousand dollars (\$1,000.00) per day for each vehicle or piece of equipment used in violation of the directive.

7. For failure of the Contractor to comply with applicable laws in connection with Recycling disposal or controlled process of disposing of Recycling, they shall pay to the Township the sum of (\$500.00) for each day in which the failure continues.

It is hereby agreed that in the event the Contractor dumps and disposes Refuse, Solid Waste and the like which is collected outside the Township or is beyond the scope of the intent of the Specifications or in the event the Contractor does not give a full and accurate certification as herein provided, the Township shall be entitled to liquidated damages from the Contractor as follows:

A. The sum of five hundred dollars (\$500.00) for each incident or event in which the Contractor dumps Recyclables at the material recycling facility as herein indicated, which is collected outside the Township or is beyond the scope of these Specifications and each truckload shall be considered as a separate incident or event. The Township reserves the right to inspect hauling trucks at the start of any day to verify condition.

B. The sum of two hundred fifty dollars (\$250.00) for any error or omission in the Contractor's certification, as herein provided, and each name or establishment that is omitted and each misstatement shall be considered a separate violation during each month in occurs.

C. For Contractor personnel soliciting gratuities from residents a sum of two hundred dollars (\$200.00) for each incident. Where proof of solicitation is available, personnel involved shall be removed from service during the life of this Contract.

D. For disposal of Solid Waste with Recyclables, two hundred fifty dollars (\$250) per incident.

**Payment of damages shall not constitute a defense**

The assessment of payment of any liquidated damages imposed by virtue of this Section shall not constitute a defense to the Contractor nor an election of remedies by the Township nor an estoppel against the Township nor prevent the Township from terminating the Contractor for breach thereof when the failure of performance is repeated by the Contractor. Prior failure to perform any of the provisions of the Specifications or the election of the Township to refrain from assessing liquidated damages for any failure of the Contractor shall not constitute a waiver on the part of the Township in the event it shall later elect to terminate the Contractor for breach thereof.

## **Assessment**

The Township shall assess liquidated damages in connection with the foregoing provisions and shall notify the Contractor in writing of the damages assessed and the basis for such assessment. In the event the Contractor wishes to contest the assessment of said liquidated damages, he shall within five (5) days demand in writing an opportunity to be heard by the Township and present his defense against said assessment.

**6. BIDDING DOCUMENTS**

**6.1 BIDDING DOCUMENTS CHECKLIST**

**BIDDER'S FINAL CHECK SHEET**

**NON-CONSTRUCTION CONTRACTS**

BIDDERS SHALL COMPLETE THE FOLLOWING CHECK SHEET.  
FAILURE TO PROPERLY COMPLETE THESE DOCUMENTS, ETC.  
AND SUBMISSION OF SAME WITH BID WILL BE GROUNDS  
FOR REJECTION OF YOUR BID

- 
- \_\_\_\_\_ **6.2** 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
  - \_\_\_\_\_ **6.3** Statement of bidder's qualifications, experience and financial ability.
  - \_\_\_\_\_ **6.4** A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Township. (To be supplied with Bid)
  - \_\_\_\_\_ **6.5** Complete Stockholder Disclosure Certification Requirement (To be supplied with Bid)
  - \_\_\_\_\_ **6.6** Non-collusion affidavit (To be supplied with Bid)
  - \_\_\_\_\_ **6.7** Consent of Surety (To be supplied with Bid)
  - \_\_\_\_\_ **6.8** Complete Acknowledgement of Receipt of Addenda (To be supplied with Bid)
  - \_\_\_\_\_ **6.9** Certificate of Insurance
  - \_\_\_\_\_ BID FORM SIGNED BY RESPONSIBLE PERSON (To be supplied with Bid)
  - \_\_\_\_\_ MAIL OR HAND CARRY BID TO ARRIVE ON TIME AS SPECIFIED IN SPECIFICATIONS. ANY BIDS RECEIVED AFTER THE BID OPENING TIME MUST BE RETURNED UNOPENED.  
INDICATE BID NAME, NUMBER, OPENING DATE AND TIME ON **OUTSIDE** OF ENVELOPE!
  - \_\_\_\_\_ COMPLETE DATA PERTINENT TO AFFIRMATIVE ACTION PROGRAM (To be supplied if awarded Contract)
  - \_\_\_\_\_ CERTIFICATES OF INSURANCE (To be supplied if awarded Contract)
  - \_\_\_\_\_ PREVAILING WAGE FORM (Obtainable from NJ Dept. of Labor)  
(To be supplied if requested)

\_\_\_\_\_ DEPARTMENT OF THE TREASURY BUSINESS REGISTRATION  
CERTIFICATE (may be supplied prior to award of contract)

\_\_\_\_\_ COMPLETE AFFIDAVIT AND QUESTIONNAIRE

\_\_\_\_\_  
Name of Firm or Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Signature

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

Name

Complete Address

Telephone Number

Certificate Number

Date

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

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

**AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } SS: \_\_\_\_\_  
[PROJECT NAME]

I, \_\_\_\_\_, am the \_\_\_\_\_  
[Name of Affiant] [Identify Relationship to Bidder: Owner  
Partner, President or Other Corporate Officer]

of the \_\_\_\_\_, and being duly sworn, I depose and say:  
[Name of Bidder]

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 of East Brunswick 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 East Brunswick 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 of East Brunswick 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 East Brunswick or any duly authorized representative thereof to inquire about or to investigate the answers to any questions 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 East Brunswick with any information necessary to verify the answers given.

\_\_\_\_\_  
Name of Firm or Individual Title

\_\_\_\_\_  
Date of Signature

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires on \_\_\_\_\_, 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 and recycling collection and disposal for the Township of East Brunswick. 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 of East Brunswick 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 of East Brunswick 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.

**6.4 BID GUARANTY TOWNSHIP OF EAST BRUNSWICK**

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS** that we, the undersigned, \_\_\_\_\_ (bidder) as Principal and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the Township of East Brunswick as Owner in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

**SIGNED**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The condition of the above obligation is such that whereas the Principal has submitted to the Township of East Brunswick a certain bid for \_\_\_\_\_ (insert contract name), attached hereto and hereby made a part hereof, to enter into a Contract in writing for the provision of the goods or services provided in the Invitation to Bid.

**NOW, THEREFORE,**

(a) If said Bid shall be rejected or, in the alternative,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract (properly completed in accordance with said Bid) and shall furnish a bond for the faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

Then this obligation shall be void. Otherwise the same shall remain in full 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 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 be in no way impaired or affected by any extension of the time within which the Township of East Brunswick may accept such bid and said Surety does hereby waive notice of any such extension.

**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.

ATTEST:

\_\_\_\_\_

Principal:

\_\_\_\_\_

By:

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

Surety:

\_\_\_\_\_

By:

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

NOTE: Documents attesting to the authority of the persons executing this bond to so act on behalf of the surety company, as well as the financial statement of the company, must be annexed hereto. The surety company's own form will be accepted if in compliance with this form. No AIA forms are acceptable.



**6.5 STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I - Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)                       Limited Liability Company (LLC)
- Partnership       Limited Partnership       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more if its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

**(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III - DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV - Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *Township of East Brunswick* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *Township of East Brunswick* to notify the *Township of East Brunswick* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *Township of East Brunswick* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**6.6 NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } s.s : \_\_\_\_\_  
Project Name

I, \_\_\_\_\_, of the City of \_\_\_\_\_ in the State of \_\_\_\_\_,  
[Affiant]

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  
[ Name of Bidder]

Proposal for the above named project, in the capacity of \_\_\_\_\_, and I have  
[Title of Affiant]

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 of East Brunswick 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 Bidder]

\_\_\_\_\_  
**Name of Firm or Individual**                      **Title**

\_\_\_\_\_  
**Signature**    **Date**

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires on \_\_\_\_\_, 20\_\_

**6.7 CONSENT OF SURETY**

**TOWNSHIP OF EAST BRUNSWICK**

\_\_\_\_\_ (hereinafter "Surety"), organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, to it in hand paid, the receipt whereof is hereby acknowledged, consents and agrees that if the Contract for which the preceding Bid is made, be awarded to \_\_\_\_\_ (hereinafter "Bidder") for the performance of or the supplying of certain services or materials, or both, to the Township of East Brunswick, and if Bidder shall enter into the Contract, Surety will become bound as Surety for Bidder's faithful performance and will provide the Bidder with a performance bond in an amount equal to One Hundred (100%) per cent of the Contract amount..

**IN WITNESS WHEREOF**, the Surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(A corporate acknowledgment, statement of authority and power of attorney to be attached by the surety company)

Attest: Name of Surety: \_\_\_\_\_

Print \_\_\_\_\_ By: \_\_\_\_\_  
(Surety Attorney-in-Fact Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**6.8    RECEIPT OF ADDENDA**

**TOWNSHIP OF EAST BRUNSWICK**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

**Addendum Number**

**Dated**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acknowledged for \_\_\_\_\_  
**Name of Bidder**

By \_\_\_\_\_  
**Signature of Authorized Representative**

Name \_\_\_\_\_  
**Print or Type**

Title \_\_\_\_\_

**7. CONTRACT DOCUMENTS**

**7.1. CONTRACT**

**THIS AGREEMENT MADE THIS** \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand \_\_\_\_\_ between the Township of East Brunswick, Middlesex County, New Jersey, party of the first part, and \_\_\_\_\_ of \_\_\_\_\_, party of the second part.

**WITNESSETH**, that the said party of the second part, for and in consideration of the payments hereinafter specified and agreed to be made by the party of the first party, hereby covenants and agrees to furnish, deliver and/or install to wit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All to be furnished, delivered and/or installed at Township of East Brunswick as set forth in the Instructions to Bidders and in accordance with the specifications, which said Instructions to Bidders, Proposal and specifications are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth in the body of this Agreement and will furnish said material required at any time during the term of the Contract, which shall commence on the third day after this Contract is signed and remain in force for the Contract period.

The party of the second part agrees to make payment of all proper charges for labor and materials required in the aforementioned work and indemnify and save harmless the party of the first part, its officers, agents and servants and each and every one of them, against and from all suits and costs of every name and description and from all damages to which the said party of the first part, its officers, agents and servants and each and every one of them may be put, by reason of injury to person or property resulting from carelessness in the performance of said work, or through negligence of the said party of the second part or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforementioned work, or through any act or omission on the party of the second part, or his agent or servant.

The parties to this Contract do hereby agree to comply with the provisions of New Jersey Public Law 1975, Chapter 127 (N.J.A.C.17.27), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto are hereby made a part of the Contract and are binding on them.

Payments are to be made within thirty (30) days after delivery of material(s) and upon presentation by the contracting unit of the proper certificate.

The Contract is to be binding upon the party of the first part, its successors or assigns and upon the party of the second part, its successors or assigns.

**IN WITNESS WHEREOF**, the said party of the first part has caused this instrument to be signed by its Mayor, attested by its Clerk and its Corporate Seal to be hereunto affixed, pursuant to a resolution of the said party of the first part passed for that purpose and the said party of the second part has set (its) (their) hand(s) and seal(s), the day and year first written above.

**TOWNSHIP OF EAST BRUNSWICK**

By \_\_\_\_\_

**(SEAL)**

**ATTEST:** \_\_\_\_\_

**Nennette Perry, Municipal Clerk**

**NAME OF CONTRACTOR**

By \_\_\_\_\_

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City and State**

**Signed, sealed and delivered  
In the presence of:**

\_\_\_\_\_

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**7.2. PERFORMANCE BOND**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(hereinafter called "Principal"), as Principal and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of New Jersey and authorized to transact  
business in the State of New Jersey (hereinafter called "Surety"), as Surety, are held firmly bound unto the  
Township of East Brunswick (hereinafter called "Obligee"), as Obligee in the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), GOOD AND LAWFUL MONEY  
of the United States of American, for the payment of which, will and truly be made, we bind ourselves, our heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract with the Obligee, dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, for solid waste and recycling collection,  
which Contract is hereby referred to and made a part herof as fully and to the same extent as if copies at length  
herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall faithfully perform the  
Contract on his part, free and clear of all liens arising out of claims for labor and materials entering into the  
performance of the contract and indemnify and save harmless the Obligee from all loss, cost or damage that he  
may suffer by reason of the failure so to do, then this obligation shall be void; otherwise to remain in full force  
and effect;

**PROVIDED, HOWEVER**, that no suite, action or proceeding shall be had or maintained against Surety on  
this bond unless the same be brought or instituted within one (1) year after the date of completion of default by  
Principal. Written notice to Principal and Surety must be given within thirty (30) days after the occurrence of an  
alleged default or failure to perform.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_



**7.4. CERTIFICATE OF INSURANCE**

**[FORM SUPPLIED BY  
TOWNSHIP OF EAST BRUNSWICK]**

**7.5. AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } s.s.: SOLID WASTE AND RECYCLABLE MATERIALS  
COLLECTION SERVICE

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

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

\_\_\_\_\_  
**Name of Firm or Individual Title**

\_\_\_\_\_  
**Signature Date**

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_, 20\_\_.

## **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).

## East Brunswick Township 2018 Municipal Data

### Residential Sources as of January 2018

Single-Family (curbside collection)	13,682 units
Multi-Family (curbside collection)	2,949 units
Total	15,958 units

### Institutional Sources

Schools	11 Locations
Administration Buildings	2 Locations
Total	13 Locations

### **Containers**

SCHOOLS/BUILDINGS	SOLID WASTE	RECYCLING
	Number & Sizes	Single Stream
Administration Building	(1) 6-C.Y.	(1) 6-C.Y.
Bowne-Munro School	(1) 6-C.Y.	(1) 4-C.Y.
Central School	(1) 8-C.Y.	(1) 8-C.Y.
Chittick School	(1) 8-C.Y.	(1) 8-C.Y.
Churchill Junior High School	(2) 6-C.Y. (2) 8-C.Y.	(2) 8-C.Y.
East Brunswick High School	(1) compactor (1) 8-C.Y.	(3) 8-C.Y.
Frost School	(1) 4-C.Y.	(1) 6-C.Y.
Hammarskjold Middle School	(2) 8-C.Y.	(2) 8-C.Y. (1) 6-C.Y.
Irwin School	(1) 8-C.Y.	(1) 8-C.Y.
Lawrence Brook School	(1) 8-C.Y.	(1) 8-C.Y.
Memorial School	(1) 6-C.Y.	(1) 8-C.Y.
Support Operation Building	(1) 8-C.Y.	(1) 8-C.Y.
Warnsdorfer School	(1) 6-C.Y.	(1) 8-C.Y.

The schools are picked up Monday through Friday, twelve (12) months per year before 7:30 a.m. These containers are picked up as frequently as three (3) times per week or as needed. The eleven (11) schools have historically needed an additional collection at the beginning and end of the school year.

**Municipal Sources:**

Municipal Properties: 16 Locations

**Front Load Containers**

<b>LOCATIONS</b>	<b>SOLID WASTE</b>	<b>RECYCLING</b>
	Number & Sizes	Single Stream
Bicentennial Park	(1) 4-C.Y.	
Crystal Springs	(2) 8-C.Y.	(1) 8-C.Y.
Cultural Arts Center	(1) 6-C.Y.	
E.B. Managers Field	(1) 6-C.Y.	
E.B. Recreation	(1) 6-C.Y.	
E.B. Transportation & Commerce Center	(1) 4-C.Y.	
Heavenly Farms	(1) 4-C.Y.	(1) 4-C.Y.
Library	(1) 8-C.Y.	(2) 6-C.Y.
Municipal Building	(1) 8-C.Y. (1) 6- C.Y.	(2) 8-C.Y.
Neilson Parking Plaza	(1) 6-C.Y.	
Parks Garage	(1) 6-C.Y.	
Police Training Facility	(1) 2-C.Y.	
Public Works	(2) 6-C.Y. (2) 2-C.Y.	
Senior Center	(1) 8-C.Y.	(1) 6-C.Y. (1) 4-C.Y.
Tices Lane Pump Station	(1) 4-C.Y.	
Water & Sewer Utility Office	(1) 6-C.Y.	

**Multifamily Locations:** Schedule A1 (Containerized Collection)

The Contractor is required to supply and service the necessary number of solid waste/recycling containers for sixteen (16) Multi-family sites. These containers shall be serviced by front-load (FL) and rear-load (RL) container trucks one (1) time per week for solid waste and once a week for recycling. The number of containers for each Multi-family site shall be based on the number of Multi-family units within the complex. Bulk collection at these sites are twice per month and shall be scheduled through the Department of Public Works. The sixteen (16) sites as of June, 2018 are:

**Multi-Family Container Collection Developments: Schedule A1**

<b>Name of Development Location</b>	<b>#of Units</b>	<b># of Centers</b>	<b>Solid Waste # &amp; Size of Containers</b>	<b>Recycling Single Stream</b>
Cedar Village, Ryders Lane	155	1	(1) 20-C.Y. Container/Private Owned <b>Tipping only</b>	(1) 8-yd.
Colonial Village, Taylor Ave.	362	14	(19) 8-C.Y. (3) 6-C.Y.	(13) 6-yd.
The Commons @ Kingswood	200	9	(9) 6-C.Y. (2) 4-C.Y.	38 Carts
Country Woods, Cypress	309	5	(5) 6-C.Y.	30 Carts
The Courts, Rennee Road	292	12	(6) 4-C.Y. (4) 6-C.Y. (2) 8-C.Y.	(1) 2-C.Y. (2) 4-C.Y. (2) 6-C.Y. (4) 8-C.Y.
Cranbury Crossing, Henley Dr.	160	5	(15) 2-C.Y.	(5) 4-C.Y.
Crosspointe, Tices Lane	473	15	(32) 4-C.Y.	(31) 4-C.Y.
Dunhams Courts, Cranbury Rd.	75	5	(5) 2-C.Y.	(5) 2- C.Y.
Halls Corner, Cranbury Rd.	154	1	(1) 6-C.Y.	8 Totes (2) 2- C.Y.
Kensington Place, Old Bridge Turnpike	400	2	(2) Compactors	
Royal Gardens, Tices Lane	96	3	(3)8-C.Y.	(3) 6-C.Y.
Steve’s Trailer Park, Route 18	40	1	(1) 6-C.Y.	(1) 6-C.Y.
Summerhill Village, Cranbury Rd.	68	3	(4) 4-C.Y.	(3) 8-C.Y.
Waterford, Cranbury Rd.	148	2	(2) 4-C.Y.	24 Carts
Windsong Condominiums, Windsong Circle	62	6	(12) 2-C.Y.	(6) 2-C.Y.
Wyndmoor Apartments, Civic Center Drive	408	12	(13) 8-C.Y.	(11) 6-C.Y.

**Multifamily Locations: Schedule A2 (Curbside Collection)**

The Contractor is required to collect solid waste and recycling deposited curbside by residents in the following fourteen (14) Multi-family locations.

**Multi-Family Curbside Collection Developments**

Name of Development	Location	# of Units
Briar Ridge	Briar Ridge Road	93
Carriage Square	Ryders Lane	80
The Club	Wycoff Way	368
Colonial Oaks Village	Evergreen Boulevard	162
Evergreen Village	Evergreen Boulevard	54
Fox Meadow	Wexford Road	295
Kingswood Station	Kingswood Boulevard	309
Lexington Village	Village Drive	248
Society Hill East I	Village Drive	414
Society Hill East II	Village Drive	340
Summerhill Meadows	Lonczak Lane	175
Sunburst Hills	Sunburst Drive	135
Timber Hollow	Evergreen Boulevard	150
Windsong Townhomes	Millman Drive	126
	Total	2,949

Contractor shall provide monthly weights of the tonnage of all solid waste and recycling collected to the Department of Public Works, as well as other reports required by the Contract Documents and Bid Specifications.

All revenue received by the Contractor from the marketing of recyclable materials shall be retained by the Contractor. Any disposal charges must be borne by the Contractor.

**Population:** 48,630  
**Area:** 22.5 square miles

**Tonnage Estimates**

	<b>2015</b>	<b>2016</b>	<b>2017</b>
<b>Solid Waste</b>			
Type 10	19,525.06	20,574.5	20,907.96
<b>Recycling</b>			
Single Stream		3,777.28	3,625.47
<b>Leaf Collection Rental (# of rentals per year)</b>	259	253	264

**PROPOSAL**

To: Township of East Brunswick  
One Jean Walling Civic Center  
East Brunswick, New Jersey 08816

**PROPOSAL OF:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**FOR: SOLID WASTE AND RECYCLABLE MATERIALS  
COLLECTION SERVICE**

Gentlemen/Ladies:

We hereby certify that we are the only person or persons interested in this Bid, that it is made without collusion with any person, firm or corporation making another Bid of the same Contract, that the Bid is in all respects fair and that no office of East Brunswick Township or any person in the employ is directly or indirectly interested in this Bid or in the supplies or work to which it relates or in the profits or any portion thereof.

We further declare that we have carefully examined the Instructions to Bidders, Specifications and Contract Form herein referred to and propose to furnish, deliver and/or install all necessary materials specified and in the manner and time prescribed and understand that the quantities of material as shown herein are approximate only and are subject to increase or decrease and further understand that all quantities of material, whether increased or decreased, are to be furnished at the following unit prices.

**TOTAL BID PRICE FOR SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION SERVICES.  
Insert Bid prices on pages 56-63.**

**Exceptions to Specifications are to be shown:**

Bidder to supply at least three (3) references:

_____	_____	_____
Individual Name	Company Name	Telephone Number
_____	_____	_____
Individual Name	Company Name	Telephone Number
_____	_____	_____
Individual Name	Company Name	Telephone Number

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for bids.





The equipment and/or material offered in this Proposal has been manufactured in the United States.

---

**Signature**

If not manufactured in the United States, please state origin of manufacturer.

---

**Origin**

---

**Signature**

# **BID PROPOSAL FORM**

## **Option #1 – Solid Waste Collection and Carting Service**

Bidders will provide once per week year-round collection of Solid Waste AND twice per week collection of Solid Waste from May 1 through the week after Labor Day for all single-family properties and the Multi-family residential units as described within bid specifications.

Hauler will provide an **ANNUAL** bid price that will include all operating expenses to the hauler commonly referred to as “**Point of Service**”, EXCLUDING Disposal. Hauler will be paid based on their bid price for each year.

Year 1	Annual Bid	\$ _____
Year 2	Annual Bid	\$ _____
Year 3	Annual Bid	\$ _____
Optional Year 4	Annual Bid	\$ _____
Optional Year 5	Annual Bid	\$ _____

Solid Waste-Total 5 year bid: \$ \_\_\_\_\_ Write Out

For purposes of adjusting for increase/decrease in collection units over the contract period, adjustments will be based on the following

<u><b>Point of Service</b></u>		Container Service Per Month				
Per unit/month		2 yd.	4 yd.	6 yd.	8 yd.	20 yd.
Year 1 _____	Year 1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 2 _____	Year 2	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 3 _____	Year 3	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Optional Year 4 _____	Optional Year 4	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Optional Year 5 _____	Optional Year 5	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



# **BID PROPOSAL FORM**

## **Option # 1- Rental Trucks**

Bidders must indicate per day rates for services described in the Bid Specifications for Rental Trucks. It is estimated that two hundred fifty (250) rentals will be needed per year. The Rental Truck with Crew price per day shall be multiplied by the estimated two hundred fifty (250) rentals for each year to determine an estimated yearly cost. Each year shall be added together to establish a Rental Truck- Total Five Year Bid Cost, which will be used as a basis for award of the contract.

Rental Truck  
Per 8 hour day

Year 1      \$\_\_\_\_\_ \*250 Rentals      Est. Yearly Cost \$ \_\_\_\_\_

Year 2      \$\_\_\_\_\_ \*250 Rentals      Est. Yearly Cost \$ \_\_\_\_\_

Year 3      \$\_\_\_\_\_ \*250 Rentals      Est. Yearly Cost \$ \_\_\_\_\_

Optional  
Year 4      \$\_\_\_\_\_ \*250 Rentals      Est. Yearly Cost \$ \_\_\_\_\_

Optional  
Year 5      \$\_\_\_\_\_ \*250 Rentals      Est. Yearly Cost \$ \_\_\_\_\_

Leaf Collection Rentals - Total 5 year bid \$ \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

# **BID PROPOSAL FORM**

## **Option #1- Total Bid Price- Basis of Award**

Bidders shall complete the following form and provide once per week year-round collection of Solid Waste AND twice per week collection of Solid Waste from May 1 through the week after Labor Day for all single-family properties and the Multi-family residential units as described within bid specifications.

**The contract will be awarded to the bidder whose total aggregate price (Total Bid Price-Basis of Award) for the five (5) year term of contract, i.e., three (3) year contract plus two (2) optional one (1) year extensions or straight five (5) year is the lowest responsible bid.**

Solid Waste Collection and Carting –  
Total Straight 5 year bid from Page 52: \$ \_\_\_\_\_

+

Recyclable Materials Collection and Carting Service –  
Total Straight 5 year bid from Page 53: \$ \_\_\_\_\_

+

Rentals Trucks-  
Total Straight 5 year bid from Page 54: \$ \_\_\_\_\_

**Total Bid Price-Basis of Award- Total 5 year bid:** \$ \_\_\_\_\_  
(\$ bid in numbers)

\_\_\_\_\_   
(\$ bid in words)

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## **BID PROPOSAL FORM**

### **Option #2 – Solid Waste Collection and Carting Service**

Bidders will provide once per week year-round collection of Solid Waste AND twice per week collection of Solid Waste from May 1 through the week after Labor Day for all single-family properties and the Multi-family residential units as described within bid specifications.

Hauler will provide an **ANNUAL** bid price that will include all operating expenses to the hauler commonly referred to as “**Point of Service**”, EXCLUDING Disposal. Hauler will be paid based on their bid price for each year.

Year 1	Annual Bid	\$ _____
Year 2	Annual Bid	\$ _____
Year 3	Annual Bid	\$ _____
Year 4	Annual Bid	\$ _____
Year 5	Annual Bid	\$ _____

Solid Waste-Total 5 year bid: \$ \_\_\_\_\_ Write Out

For purposes of adjusting for increase/decrease in collection units over the contract period, adjustments will be based on the following

<u><b>Point of Service</b></u>		Container Service Per Month				
Per unit/month		2 yd.	4 yd.	6 yd.	8 yd.	20 yd.
Year 1 _____	Year 1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 2 _____	Year 2	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 3 _____	Year 3	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 4 _____	Year 4	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 5 _____	Year 5	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## **BID PROPOSAL FORM**

### **Option #2 - Recyclable Materials Collection and Carting Service**

Bidders will provide once every-other-week year-round collection of Recycling Services for all single-family properties and the Multi-family residential units as described within bid specifications.

Hauler will provide an **ANNUAL** bid price that will include all operating expenses to the hauler commonly referred to as “**Point of Service**”, INCLUDING any costs that may be associated with the Disposal of recyclable materials. Hauler retains any/all revenues associated with the sale of the commodities. Hauler will be paid based on their bid price for each year.

Year 1	Annual Bid	\$ _____
Year 2	Annual Bid	\$ _____
Year 3	Annual Bid	\$ _____
Year 4	Annual Bid	\$ _____
Year 5	Annual Bid	\$ _____

Recycling -Total 5 year bid: \$ \_\_\_\_\_

Write Out

For purposes of adjusting for increase/decrease in collection units over the contract period, adjustments will be based on the following.

<u><b>Point of Service</b></u>		<b>Container Service Per Month</b>				
Per unit/month		2 yd.	4 yd.	6 yd.	8 yd.	Totes
Year 1 _____	Year 1	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 2 _____	Year 2	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 3 _____	Year 3	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 4 _____	Year 4	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 5 _____	Year 5	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

# **BID PROPOSAL FORM**

## **Option # 2- Rental Trucks**

Bidders must indicate per day rates for services described in the Bid Specifications for Rental Trucks. It is estimated that two hundred fifty (250) rentals will be needed per year. The Rental Truck with Crew price per day shall be multiplied by the estimated two hundred fifty (250) rentals for each year to determine an estimated yearly cost. Each year shall be added together to establish a Rental Truck- Total Five Year Bid Cost, which will be used as a basis for award of the contract.

Rental Truck  
Per 8 hour day

Year 1	\$ _____	*250 Rentals	Est. Yearly Cost \$ _____
Year 2	\$ _____	*250 Rentals	Est. Yearly Cost \$ _____
Year 3	\$ _____	*250 Rentals	Est. Yearly Cost \$ _____
Year 4	\$ _____	*250 Rentals	Est. Yearly Cost \$ _____
Year 5	\$ _____	*250 Rentals	Est. Yearly Cost \$ _____

Leaf Collection Rentals - Total 5 year bid \$ \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## **BID PROPOSAL FORM**

### **Option #2- Total Bid Price- Basis of Award**

Bidders shall complete the following form and provide once per week year-round collection of Solid Waste AND twice per week collection of Solid Waste from May 1 through the week after Labor Day for all single-family properties and the Multi-family residential units as described within bid specifications.

**The contract will be awarded to the bidder whose total aggregate price (Total Bid Price-Basis of Award) for the five (5) year term of contract, i.e., three (3) year contract plus two (2) optional one (1) year extensions or straight five (5) year is the lowest responsible bid.**

Solid Waste Collection and Carting –  
Total Straight 5 year bid from Page 56: \$ \_\_\_\_\_

+

Recyclable Materials Collection and Carting Service –  
Total Straight 5 year bid from Page 57: \$ \_\_\_\_\_

+

Rentals Trucks-  
Total Straight 5 year bid from Page 58: \$ \_\_\_\_\_

**Total Bid Price-Basis of Award- Total 5 year bid:** \$ \_\_\_\_\_  
(\$ bid in numbers)

\$ \_\_\_\_\_  
(\$ bid in words)

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_