

Borough of Roselle Park, Union County, New Jersey
UNIFORM BID SPECIFICATIONS

BULK WASTE SERVICE
PURSUANT TO: N.J.S.A.. 10:5-31 et. seq., N.J.A.C.17:27
and N.J.A.C. 7:26H-6 et seq.

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Roselle Park is soliciting bid proposals from solid waste collectors interested in providing either: Base bid, one (1) pick up or Alternate A, two (2) bulk waste pick-ups or Alternate B, three (3) bulk waste pick-ups, in the Borough of Roselle Park, during the year 2010. Thursday pick up on the east side of the Borough and Friday pick up on the west side during the hours of 6:00 AM to 5:00 PM **in accordance with the terms of these Bid Specifications section 5.5.c and : N.J.S.A.. 10:5-31 et. seq., N.J.A.C.17:27 and N.J.A.C. 7:26H-6 et seq.**

PLEASE TAKE NOTICE that sealed proposals for furnishing BULK WASTE PICK UP in the Borough of Roselle Park in accordance with specifications on file at the Office of the Borough Clerk, 110 East Westfield Avenue, Roselle Park, New Jersey shall be received by the Borough Clerk on behalf of the Mayor and Council of the Borough of Roselle Park at the Municipal Building, 110 East Westfield Avenue, Roselle Park, New Jersey on Tuesday, February 2, 2010 at 11:00 a.m.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in The Union Leader circulating in the County of Union, and in the Star Ledger.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Borough Clerk at 110 East Westfield Avenue, Roselle Park, New Jersey on Tuesday, February 2, 2010 at 11:00 a.m.. Bids must be delivered by hand or by mail to the Borough Clerk no later than Tuesday, February 2, 2010 at 11:00 a.m. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 DOCUMENTS TO BE SUBMITTED

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

1. 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 the total amount of the bid proposal payable to the Borough of Roselle Park;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;

6. Certificate of surety; and
7. Bid Proposal.

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

2. DEFINITIONS

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

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

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

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

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

"Collection source" means a generator of designated collected solid waste to whom service will be provided under the contract.

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

"Contract" means the written agreement executed by and between the successful bidder and the Governing Body and shall include the bid proposal, and the bid specifications.

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

"Contracting unit" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

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

"Designated collected bulk solid waste" means bulk solid waste, type 13.

Designated collected bulk solid waste shall **not** consist of, household garbage, type 10, or 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 such waste to swine on their own farms.

"Disposal facility" means those sites designated in Union County Solid Waste Management Plan for use by the Borough of Roselle Park.

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

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including: Memorial Day, July 4th, Labor Day.

"Legal newspaper" means the Star Ledger and The Union Leader.

"Proposal forms" mean those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.

"Service Area" means the geographic area described below. The service areas are as follows: in the entire Borough of Roselle Park.

"Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

- A. Each document in the bid proposal must be properly completed in accordance with: N.J.S.A. 10:5-31 et. seq., N.J.A.C.17:27, N.J.A.C. 7:26H-6 et seq. and N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.
- B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Roselle Park in the advertisement for bids.
- C. Each bidder shall sign, where applicable, all bid submissions as follows:
 1. For a corporation, by a principal executive officer;
 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in sections 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. The bid proposal contains option bids. The Borough of Roselle Park may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option or any combination of options is the lowest responsible bidder; provided, however, the Borough of Roselle Park 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.S.A. 10:5-31 et. seq., N.J.A.C.17:27, N.J.A.C. 7:26H-6 et seq. and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2. BID GUARANTEES

- A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Roselle Park in the amount of the highest aggregate [NUMBER] year bid submitted, must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become

the property of the Borough of Roselle Park.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

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

3.4. "OR EQUAL" SUBSTITUTIONS

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

3.5. COMPLIANCE

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

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

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

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

3.7. NO ASSIGNMENT OF BID

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough of Roselle Park 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.

4. AWARD OF CONTRACT

4.1. GENERALLY

- A. The Borough of Roselle Park shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders

will be notified of the Borough of Roselle Park's decision, in writing, by certified mail.

- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.
- C. The Borough of Roselle Park reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Borough of Roselle Park rejects all bids, the Borough of Roselle Park shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

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

4.3. RESPONSIBLE BIDDER

The Borough of Roselle Park shall determine whether a bidder is "responsible" in accordance with: N.J.S.A. 10:5-31 et. seq., N.J.A.C.17:27 and N.J.A.C. 7:26H-6 et seq. 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 to the Borough of Roselle Park, 110 East Westfield Avenue, Roselle Park, NJ on or before January 10, 2010.
- B. Failure to provide the required one year performance bond at the time and place specified by the Borough of Roselle Park shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Borough of Roselle Park 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.S.A. 10:5-31 et. seq., N.J.A.C.17:27, N.J.A.C. 7:26H-6 et seq., N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.
- C. 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 to the Borough of Roselle Park, 110 East Westfield Avenue, Roselle Park, NJ on or before January 10, 2010. The performance bond for each succeeding year shall be delivered to the Borough of Roselle Park, 110 East Westfield Avenue, Roselle Park, NJ with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.
- D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of

contract and will entitle the Borough of Roselle Park to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough of Roselle Park 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., N.J.A.C.17:27, N.J.A.C. 7:26H-6 et seq., 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 Borough of Roselle Park'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 Borough of Roselle Park 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 Borough of Roselle Park to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6. VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the Borough of Roselle Park 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 Borough of Roselle Park may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

The definitions used in the following specifications are for the purpose of clarity. It is to be

recognized that some refuse materials may be defined in more than one of the listed categories.

a) The term “garbage” when used in these specifications shall mean the following:
Bulk waste type 13.

5.1 RECYCLING PROGRAM

It is expressly brought to the attention of each bidder that the Borough of Roselle Park presently has a program for the recycling of newspaper, magazines and mixed scrap paper, cardboard, glass bottle, aluminum and steel can, plastic bottles, concrete, white goods, vegetative waste/grass and leaves generated within the Borough. These items are not to be removed by the Contractor.

5.2. SCOPE OF COLLECTION- BULK WASTE TYPE 13

The Contractor shall provide service for each Option awarded by the Borough of Roselle Park. The Borough of Roselle Park shall select one collection Option for the contract period, in accordance with any of the option proposals submitted. The basic bid shall include bulk waste pick up service in the entire Borough, by the tenant or owner of property in Roselle Park.

The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Borough of Roselle Park and disposal at a licensed facility during 2010, either: Alternate A) one (1), Alternate B) two (2) or Alternate C) three (3), in accordance with the terms of these Bid Specifications 5.5 c and N.J.A.C. 7:26H-6 et seq. Bulky Waste (Type 13) includes materials such as sheetrock, furniture, rugs, tires. Brush, leaves, household garbage, hazardous materials or renovation material generated by a contractor are not to be picked up. The contractor shall also be required to haul the material to designated location for the processing of this material at no additional compensation. The Contractor will be compensated for the disposal of the said material at the appropriate processor upon submission of the weight slips with the billing for the pickup and disposal service monthly billing.

5.3. COLLECTION OPTIONS **METHOD OF COLLECTION**

Collections shall start not earlier than 6:00 AM on every collection day and sufficient trucks and employees shall be used to insure the completion of the collection every day by 5:00 PM. The successful bidder (herein referred to as the “contractor” which term shall include his agents, employees and servants) shall furnish at his expense and without liability to the Borough, all labor, equipment, vehicles, tools, implements, materials and transportation necessary and proper to provide adequate, uninterrupted, and sanitary service for the collection and removal of all bulk waste, as hereinafter defined, which may be produced within the boundary limits of the Borough of Roselle Park, Union County, New Jersey during the terms of the contract and in accordance with the methods and procedure hereinafter specified.

5.4. CONTAINERS

All bulk waste, as hereinbefore defined, shall be placed by the owner or tenant curbside. All the above items must be placed in suitable containers. “Suitable” container is defined to be metal, rubber or plastic receptacle, so constructed as to allow for lifting the container without spilling.

The total weight of any container shall not exceed fifty (50) pounds. Resident may **not** use 50 gallon drums or similar overweight containers as garbage receptacles to be placed

curbside for collection purposes. Maximum five hundred (500) pound weight limit per property.

Combustible or non combustible waste of such nature that it cannot be deposited in a receptacle shall be securely and properly tied into bundles or packages to prevent spilling or scattering. The bundles or packages shall be of a size and weight to permit ease of handling by one man and shall be packaged or otherwise assembled in quantities weighing not more than fifty (50) pounds.

In no event shall any package, bundles or material placed for collection be larger than four (4) feet in length unless prior notice of twenty-four (24) hours shall have been given to the person or agency responsible for collection.

No "medical waste" shall be permitted

5.5. COLLECTION SCHEDULE

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

Memorial Day, July 4th, Labor Day

If the collection day falls on one of the designated "holidays" the contractor shall be required to pickup on the next regularly scheduled pickup day.

b. The residents with curbside pickup shall place all proper receptacles at the curb line in front of the residence for collection in accordance with the schedule hereinafter set forth.

c. Collection dates and hours shall be 6:00 AM to 5:00 PM on:

- Base Bid: One (1) pick up dates:
 - June 10th (east side) & 11th (west side)

- Alternate a: Two (2) pick up dates:
 - June 10th (east side) & 11th (west side)
 - October 14th (east side) & 15th (west side)

- Alternate b: Three (3) pick up dates:
 - April 15th (east side) & 16th (west side)
 - June 10th (east side) & 11th (west side)
 - October 14th (east side) & 15th (west side)

d. The contractor shall maintain a uniform schedule and procedure for the collection and removal of bulk waste such that the residents therein shall be assured to reasonable degree of certainly as to the time of day their garbage will be collected.

5.6. SOLID WASTE DISPOSAL

A. All solid waste collected within the Borough of Roselle Park shall be disposed of in accordance with the Union County Solid Waste Management Plan

B. The Borough of Roselle Park reserves the right to designate another disposal facility [or, if applicable, disposal facilities] in accordance with the Union County Solid Waste Management Plan or in the event that the designated Disposal Facility [or, if applicable, Disposal Facilities] is unable to accept bulk waste. The Borough of Roselle Park will assume all additional costs or benefits that are associated with such designation.

5.7. VEHICLES AND EQUIPMENT

- A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with : N.J.S.A.. 10:5-31 et. seq., N.J.A.C.17:27, N.J.A.C. 7:26H-6 et seq., N.J.A.C. 7:26-3.1 et seq.
- B. All collection trucks shall be compaction types, completely enclosed and water tight, equipped with automatic rear loaders and packers, or reasonable comparable equipment. The Contractor shall specify whether the vehicles are side, front or rear loading.
- C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel to clean up any spillage which may occur during the loading or transporting. All Trucks shall be kept clean.
- D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

5.8. 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

Telephone service shall be maintained on all collection days, between the hours of [8:00AM] and [6:00PM]. The Borough of Roselle Park shall list the Contractor's telephone number in the telephone directory along with other listings for the Borough of Roselle Park.

5.10. FAILURE TO COLLECT

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 bulk waste no later than the next day.

5.11. COMPLAINTS

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint log shall be available for inspection by the Borough of Roselle Park.

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

5.12. SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract. The Contractor shall be subject to the Liquidated Damage clause herein contained for breach hereof.

5.13. 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 during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough of Roselle Park for the preceding calendar month (the "Billing Month"). Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage shall be the difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle.

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

C. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. The shall specify the number and type of vehicle used for collection in the governing body; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

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

5.14. COMPETENCE OF EMPLOYEES

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

5.15. INSURANCE REQUIREMENTS

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

5.16. CERTIFICATES

Upon notification by the Borough of Roselle Park, the lowest responsible bidder shall supply to the Contract Administrator, within five days of notification, a certificate of insurance as

proof that the insurance policies required by these specifications are in full force and effect.

5.18. INDEMNIFICATION

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

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

____ 6.2. 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 [CONTRACTING UNIT].

____ 6.5. Stockholder statement of ownership.

____ 6.6. Non-collusion affidavit.

____ 6.7. Consent of surety.

____ 6.8. Proposal.

Name of Firm or Individual

Title

Signature

Date

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

Name

Complete Address

Telephone Number

Certificate Number

Date

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

1. How many years has the bidder been in business as a contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it by the Borough of Roselle Park under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Borough of Roselle Park 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 contracts 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

**TO: BOROUGH OF ROSELLE PARK
UNION COUNTY, NEW JERSEY**

This proposal is accompanied by a certified check on

_____ Bank
of _____ in the amount of:
_____ dollars,
or bid bond on _____ Bonding Company,

in accordance with the conditions named in the foregoing Information for Bidders.

The undersigned bidder hereby agrees that if this Proposal shall be accepted by the Borough of Roselle Park and the undersigned shall fail to execute and deliver the contract and contract bond in accordance with the terms of this Proposal, and with the requirements of the foregoing Information for Bidders, then the undersigned shall be deemed to have abandoned the contract, and thereupon the proposal and its acceptance shall be null and void and the amount of the bid security accompanying this Proposal shall be due and payable there under to the Borough of Roselle Park as liquidated damages; otherwise the said bid security, or the amount thereof, shall be returned to the undersigned.

The full name and residences of all persons and parties interested in this Proposal as Principals are as follows: (Note: for each person give first and last names in full. Record each member of a co-partnership; in the case of a Corporation, give the names of the President, Secretary, Treasurer and Manager, and state the place of incorporation).

A statement must be submitted by the Corporation or Partnership listing the names and addresses of all stockholders or partners holding at least 10% of the stock in the Corporation or Partnership.

Bidder's Signature

Bidder's business address

Dated at _____

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

Chapter 33 of the Public Law of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent parts that no partnership or corporation shall be awarded any State, County, Municipal or School District Contract for the performance of any work, or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information;

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of as all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

BIDDER MUST COMPLETE ONE OF THE THREE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company submitted bid:

NAME

ADDRESS

(Signature)

II. No Stockholder or Partner owns 10% or more of the company submitting bid:

(Signature)

III. The Bid is being submitted by an individual who operates as a sole proprietorship.

Signature)

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } s.s.: Borough of Roselle Park, Bulk Waste
Pick Up

I, [NAME OF AFFIANT], of the City of _____ in the State (Commonwealth) of _____, being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of [NAME OF BIDDER], the bidder submitting the Bid Proposal for the above named project, in the capacity of [TITLE OF AFFIANT], and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or other wise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the [GOVERNING BODY] rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

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

Name of Firm or Individual **Title**

Signature **Date**

Subscribed and sworn to before me this
____ day of ____ 20____.
Notary Public of
My Commission expires _____, 20__.

6.7 CONSENT OF SURETY
TO: BOROUGH OF ROSELLE PARK
UNION COUNTY, NEW JERSEY

IT IS HEREBY CERTIFIED that if _____
(Name of Bidder)

(Hereinafter the Contractor), is the successful bidder on its

proposal for _____
(Name of Project)

then _____, a corporation

of the State of _____, duly authorized to transact business in the State of New Jersey, will provide to the Contractor and will be surety on the performance and maintenance bonds required by the contract of the aforesaid project in such sums as are

designated in the aforesaid documents.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20____

_____ (Name of Surety Company)

attest:

By _____
(Name and Position)

Note:

Documents attesting to the authority of the persons executing this certificate 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. If the Surety Company is only furnishing one bond (ie: performance OR maintenance), the applicable language should be stricken from the foregoing and a separate certificate must be submitted by another Surety Company as to the other bond.

6.8 PROPOSAL

Proposal for Bulk Waste Collection beginning _____ 1, 2010_____.

Borough of Roselle Park:

I or We

of

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

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

NOTE:

Bidders are required to sign all Option Proposal sheets.

Bidders are invited to bid on all or any Option Proposal.

Affix seal if

Signature

a corporation.

7.2. PERFORMANCE BOND

To be supplied by contractor after award but prior to commencement of work.

7.4. CERTIFICATE OF INSURANCE

To be supplied by contractor after award but prior to commencement of work.

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF }s.s.: Borough of Roselle Park, Bulk Waste Pick Up

I, [NAME OF AFFIANT], of the City of _____ in the State [Commonwealth] of _____ being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of [NAME OF BIDDER], the bidder submitting the Bid Proposal for the above named project, in the capacity of [TITLE OF AFFIANT], 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 of

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).

ATTACHMENT #2

[CONTRACTING UNIT] - [MONTH/YEAR] MUNICIPAL DATA

RESIDENTIAL SOURCES:

Single family 3500

Multi-family 350

Containers [PROVIDE VOLUME OR WEIGHT LIMITS, TYPE, OTHER

RELEVANT INFORMATION] All bulk waste, as hereinbefore defined, shall be placed by the owner or tenant in standard suitable open container- not larger than 35 gallons and/or 50 (fifty) pounds or biodegradable bags curbside. Suitable container is defined to be a metal, rubber or plastic receptacles. **PLASTIC BAGS ARE PROHIBITED.**

Each receptacle for use in a single residence shall have a capacity of not less than twenty (20) no more than thirty (35) gallons and be equipped with a pull handle or handles. Plastic bags of any capacity and grade **may not be used** for the disposal of bulk waste. The total weight of any container shall not exceed fifty (50) pounds. Resident may **not** use 50 gallon drums or similar overweight containers as garbage receptacles to be placed curbside for collection purposes.

The contractor will not be permitted to pick and sort bulk waste while on route during the collection hours. The contractor must transfer bulk waste from the receptacles at curbside to his collection vehicle without any unnecessary delay. Should any receptacle break or any other spillage occur during the transfer the contractor must clean the area immediately. The contractor must replace all cans and all other non collapsible receptacles to the curbside prior to departing from the area.

POPULATION: 13,500 (not all included in pick up)

AREA: 1.5 sq.mi.

TOTAL ROAD MILES: Borough-27 miles, State Hwy.-2 miles, County-5 miles