BOROUGH OF NEPTUNE CITY

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for:

SOLID WASTE COLLECTION AND RECYCLING COLLECTION

Will be received by the Municipal Administrator on Wednesday, April 27, 2022 at 10:00 a.m. prevailing time, at the Council Chambers, Municipal Building, 106 W. Sylvania Avenue, Neptune City, New Jersey 07753, at which time said bids will be opened and read in public.

Specifications and bid forms are on file in the Office of the Municipal Clerk/Administrator and may be obtained by prospective bidders at said office during regular business hours, 8:30 a.m. to 4:00 p.m., Monday through Friday, 106 W. Sylvania Avenue, Neptune City, New Jersey 07753.

All bids must be accompanied by a certified check or bid bond in the amount of 10%, not to exceed $20,000.00 of the total bid. Bids must be enclosed in a sealed envelope addressed to the "MUNICIPAL ADMINISTRATOR" and labeled on the outside: "SOLID WASTE/RECYCLING COLLECTION", and delivered to Borough of Neptune City, 106 W. Sylvania Avenue, Neptune City NJ 07753, attention Albert S. Jardine, Municipal Administrator.

Bidders are 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. concerning Equal Employment Opportunity and Affirmative Action in Public Contracts.

The Borough of Neptune City reserves the right to reject any and all bids and to waive informalities as the interest of the Borough of Neptune City may require.

The Borough of Neptune City is not responsible for loss or destruction of any bids mailed or delivered to the Municipal Clerk/Administrator prior to the time set for bid opening.

By order of the Mayor and Council of the Borough of Neptune City, County of Monmouth, and State of New Jersey.

Albert S. Jardine
Municipal Administrator

SPECIFICATION FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES

BOROUGH OF NEPTUNE CITY

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Neptune City is soliciting bid proposals for solid waste/recycling collection for: a term of three (3) years commencing May 1, 2022 and ending May 31, 2025, and for a term of five (5) years commencing May 1, 2022 and ending May 31, 2027. In addition, bids for annual dumpster service and charge for dumpster pickups not less than thirty (30) times per year in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, not later than five (5) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the Asbury Park Press.

1.3 BID OPENING

All Bid Proposals will be publicly opened and read on April 27,2022 at 10:00 a.m. by the Borough Administrator at Council Chambers, Municipal Building, 106 W. Sylvania Avenue, Neptune City, New Jersey 07753. Bids must be delivered by hand or by mail to the Borough Clerk/Administrator no later than April 27, 2022 at 10:00 a.m. All bid proposals will be date and time stamped upon receipt. The Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder

1.4 DOCUMENTS TO BE SUBMITTED

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

1. Certified photo-copies of bidder's certificate of public convenience and necessity and a photocopy of a document evidencing the bidder's authorization to operate a solid waste business issued in conformance with N.J.S.A. 13:1E-126;

2. A completed questionnaire demonstrating that the bidder has the financial ability, experience, capital and equipment necessary to perform the contract. The bidder shall answer each question fully and completely; failure to answer each question completely or to provide any of the information requested shall result in rejection of the bid proposal;

3. A bid guarantee made payable to the Borough of Neptune City which shall certify that, upon the award of the contract, the successful bidder will execute the contract. The bid guarantee shall meet the requirements listed below:

i. The guarantee shall be in the amount of 10 percent of the bid, but not in excess of $ 20,000, and may be given at the option of the bidder, by bid bond, certified check or cashier's check; and

ii. The bid guarantee shall be signed by an authorized agent or representative of the guarantor and not by the individual or company submitting the bid proposal;

4. Non-collusion affidavit which meets the requirements listed below:

i. The bidder certifies that it has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or otherwise taken any action in restraint of free, competitive bidding either alone or with any other person, corporate entity or government entity in connection with the bid proposal;

ii. The bidder certifies that 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;

iii. The bidder certifies that 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 or business has been registered and licensed by the Department; and

iv. The form and wording of the non-collusion affidavit shall be identical to the form and wording in N.J.A.C. 7:26H-6, Appx. A;

5. Stockholder statement of ownership listing the names and addresses of all stockholders owning 10 percent or more of any class of stock and/or a list of all partners owning 10 percent or more of a partnership interest in the bidder's business. In the event that no stockholder owns 10 percent or more interest in the partnership, then the preceding need not be completed except to print NONE, the signing of this form is certification to that fact;

6. Certificate of Surety stating that the surety company will provide the bidder with a performance bond if the bidder is awarded the contract;

7. Bid Proposal forms completed in conformance with the following:

i. Each bidder shall sign each proposal page and shall print neatly the name of the authorized signer and the name of the business entity submitting the bid; and

ii. The form and wording of the bid proposal must be identical or to a reasonable approximation of the form and wording in N.J.A.C. 7:26H-6, Appx. A; and

8. Affirmative Action Statement

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 collecting services.

"Contracting unit" means a municipality or any board, commission, committee, authority or agency, which has administrative jurisdiction over any district other than a school district, project, or facility, including or operating in whole or in part, within the territorial boundaries of any 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 for 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 be made.

"Designated collected recyclable material" means aluminum cans, glass containers, tin cans, plastic bottles, milk/juice containers, newspaper, mixed paper, residential cardboard, plastic, chipboard, electronics- (computers, monitors, related electronic hardware and televisions).

"Designated collected solid waste" means solid waste types that include all rubbish waste and refuse of animal, vegetable or mineral matter and fish cleanings and all ordinary household waste and worthless matter. The weight of the containers shall not exceed 50 lbs. The following shall be excluded from trash collection: dead animal bodies, large amount of debris resulting from construction/alterations/ demolition of buildings and structures or the clearing of vacant lots or acreage, automobile parts, tires, leaves, shrub, tree and bush clippings, glass containers, aluminum cans and newspaper, corrugated cardboard, or acceptable recyclable plastics. The contractor should contact the Borough Recycling Coordinator to determine what materials are recyclable, if any, beyond those stated herein. The contractor is also required to leave any container which has recyclables within it and place a sticker on the top to indicate why it was left. The contractor is also required to submit with their monthly billing, a summary statement of tonnage for that period to be forwarded to the Recycling Coordinator for use in State required reporting. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal or vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal facility" means those sites designated in the Monmouth County Solid Waste Management Plan for use by the Borough of Neptune City or such other facility designated by the Borough of Neptune City. At the present time the Monmouth County Reclamation Center, located at 6000 Asbury Avenue, Tinton Falls, New Jersey 07753, is the designated place for disposal, however, contractor shall be required to dispose of all waste at any facility designated by the Borough and shall provide with its bid the per mile addition cost it will charge if another facility is designated by the Borough.

"Governing Body" means the governing body of the Borough of Neptune City, 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.

"Legal newspaper" means the Asbury Park Press.

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

"Service Area" means the geographic area described in Section IV herein. The service area(s) is (are) as follows:

The geographic boundaries of the Borough of Neptune City.

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

3. BID SUBMISSION REQUIREMENTS

3.1 BID PROPOSAL

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

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted after the date and time specified by the Borough of Neptune City 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 section 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 Neptune City may, at its discretion, reject all bids or 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 Neptune City 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, Cashiers Check, or Certified Check, made payable to the Borough of Neptune City in the amount of 10% of the highest aggregate or 5 year bid submitted, not to exceed twenty thousand dollars ($20,000.00) 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 Neptune City.

3.3 EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisions, 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 Neptune City.

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 Neptune City.

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 Neptune City 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 Council shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than (sixty) 60 days after the receipt of bids 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 mutually agreed. All bidders will be notified of the Borough Council'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 Council reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids.

4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen (14) calendar days of the award of the contract, the Borough of Neptune City 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 Neptune City to declare the contractor non-responsive and to award the contract to the next lower responsible bidder.

4.3 RESPONSIBLE BIDDER

The Borough of Neptune City 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 three (3) or 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, acceptable as to form and content by the Borough Attorney, to the Borough of Neptune City at the time of execution of the contract at the Municipal Building. The performance bond for each succeeding year shall be delivered to the Borough of Neptune City with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

B. 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 Council 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 also include, but not limited to, the costs incurred by the Borough of Neptune City 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 (7) days after receipt of notification of the Borough Council'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 photocopy of its letter of approval.

2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photocopy 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 Neptune City may extend the deadline by a maximum of fourteen (14) calendar days. Failure to submit the affirmative action document by the fourteenth (14th) calendar day shall be cause for the Borough of Neptune City to declare the Contractor to be non-responsive and to award the contract to the next lowest responsible 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 Neptune City 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. The trucks shall be empty when starting collection in Neptune City and shall not pick up other accounts before dumping at the Monmouth County Reclamation Center.

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 Form(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any

mathematical corrections must be made on any bid proposal, then the Borough Council may not award a contract until all tabulations are complete.

5. SCOPE OF WORK – SOLID WASTE COLLECTION SERVICE FOR TRASH AND GARBAGE

5.1 The Contractor shall provide service for each option awarded by the Borough Council. The Borough Council shall select one collection option for the contract period of either three (3) or five (5) years in accordance with the option proposals submitted.

5.2 The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Borough of Neptune City as described in the official Tax Map of the Borough on file in the office of the Borough's Tax Assessor.

OPTIONS:

5.3 Each bidder shall have the option of bidding either for the three (3) year or five (5) year or for any of the combination of terms. Each bidder shall bid in four forms: 1. An amount with disposal fees included (contract will provide for adjustment of fees) with bulk pick-up on first collection day of the week. 2. An amount with disposal fees included (contract will provide for adjustment of fees) with bulk pick-up on the second collection day of the week. 3. An amount with disposal fees not included (wherein the Borough will pay the disposal fees), with bulk pick-up on first collection day of the week. 4. An amount with disposal fees not included (wherein the Borough will pay the disposal fees), with bulk pick-up on the second collection day of the week.

5.4 ALTERNATE BIDS (ON BID SHEET)

ALTERNATE BID #1- To add apartment complexes (with disposal fees and without disposal fees) for three (3) year and five (5) year proposals.
ALTERNATE BID #2- To add recycling for apartments (three (3) year and five (5) year proposals).

5.5 Under the terms of the contract, the bidder shall be required to collect and remove and dispose of all garbage, trash, and other refuse from the limits of the Borough of Neptune City twice in each week during the term thereof, except as otherwise provided for herein.

5.6 No removal shall be made on Sundays during the term of the Contract unless duly authorized by the Mayor and Council or its duly appointed representative, and all such work shall be performed during the daylight hours, and no collection or removal shall be undertaken before 6:30 a.m.

The following legal holidays are exempt from waste collection: New Year's Day, Thanksgiving Day and Christmas Day.

Removal of all garbage, trash, and other refuse shall be made from the curb or edge of the street, except as otherwise provided herein, and shall be made from receptacles in which the same

shall be placed by the occupant of each property. After the removal of said garbage, trash, and other refuse from the said receptacles, the said receptacles shall be placed by the contractor or his agents at the place from where they were taken. The contractor shall provide pick-up and disposal for the following:

	Number of units
A. Single Family Residences	1350
B. Apartment Complexes (with less than ten units)	20
C. Condominiums	262*
D. Commercial & Industrial Businesses (meeting standards listed below in 5.6)	75

* Condominiums:

1. Bijou Villa – 2 – Four (4) yard dumpsters
2. Oxford Pond – 6 – Two (2) yard dumpsters
3. Coastal Village – Curbside pickup
4. Bradley Condominiums - Curbside pickup
5. Key East – Curbside pickup

5.7 The contractor will be required to effect the removal of garbage, trash, and other refuse in a sanitary and inoffensive manner, which shall not be prejudicial to the public health, and said contractor shall provide vehicles which shall be equipped with a covered packer type body of not less than ten (10) cubic yard capacity, which shall be water tight. Each pick up stop is limited to five (5) containers per pickup. Any dwelling or business with more than five (5) containers must provide for collection and disposal at their own expense. All garbage, trash and other refuse shall be placed in containers by the occupant where possible or convenient and in such other cases shall be tied in bundles when not convenient by the property owner or occupant of the premises, but in no event shall such container when filled weigh more than fifty (50) pounds or exceed forty-five (45) gallons capacity. The contractor will remove and dispose of all garbage and trash which is defined to be inclusive of: Garbage, trash, discarded household items, tires and furniture. All of the above will be disposed of according to the provisions of the law and regulations of the Monmouth County Reclamation Center. The contractor will not pick up the following items with the regular collection of trash and garbage: Trees – including Christmas Trees, Stones, Concrete, Auto Parts, Scrap Metal, Hazardous Waste Materials, and the following recyclable materials: (see Recycling #6)

A. Aluminum Cans
B. Tin Cans
C. Glass – jars and bottles
D. Newspaper
E. Corrugated Cardboard
F. Leaves
G. Vegetative Waste
H. Chipboard

I. Mixed Paper
J. Televisions, Computers, and Computer Related items, Fax Machines and Copiers

5.8 The Contractor will pick up and dispose of trash and garbage at the Municipal Complex, Fire House, First Aid Building, Neptune City School, Adams Field (baseball fields), and Neptune City Housing Authority, and Neptune City Community Center. The Contractor will provide a container at a designated area on each of the above sites. The Contractor will also provide recycling containers as needed.

5.9 The Contractor in addition to regular scheduled pickups shall include two weeks each year for general CLEAN UP WEEKS, said clean up week shall be one week in the month of April, and one week in October of each year, or as otherwise determined by the Borough Council. During that week there will be no limit as to the number of containers that the contractor will pick up at each regular stop.

5.10 The Contractor will provide for the pick up of all heavy refuse, furniture and all other items on the second collection day of each week. These large items shall be limited to three (3) per pickup.

5.11 The Contractor shall also place two (2) dumpsters of not less than thirty (30) cubic yards capacity in a place where designated by the Mayor and Council, within the limits of the Borough of Neptune City, and said container shall be emptied and contents disposed of by the Contractor, when notified by the Borough, not less than thirty (30) times a year.

5.12 The contractor, on a monthly basis, shall submit to the Borough Clerk weight slips from the Monmouth County Reclamation Center or other disposal facility. These weight slips shall be for the regular trash pickups and for the extra dumpster pickups.

5.13 The successful bidder shall furnish a map showing detailed routes, together with the days in each week, when the various streets in the Borough shall be visited for the collection and removal of garbage, trash, and other refuse. The Contractor shall be required to make himself or his agent available by phone on every day except for Sundays and Legal Holidays. Emergency numbers shall be provided to the Police Department and the Public Works Department so that the Contractor can be reached outside of the regular business day.

5.14 Site Designation: The Disposal site for Neptune City is the site designated in accordance with Monmouth County District Solid Waste Management Plan, and the New Jersey Department of Environmental Protection, or any other site designated by the County of Monmouth or the Borough of Neptune City. If a new site for disposal is established by the Borough, in its sole discretion, the Borough Administrator may negotiate new terms for disposal charges and transportation with the present contractor.

5.15 No such garbage, trash, or other refuse shall be deposited, used or otherwise disposed of within the limits of the Borough of Neptune City.

5.16 ALTERNATE BID (ON BID SHEET)

To provide for collection of garbage and trash and to provide dumpsters listed below:

Apartment Complexes	# of Units	Collection Units
Steiner Ave. Apartments	36	1 – 8 yd
Hampshire Terrace Apartments	80	2 – 4 yd
		2 – 6 yd
Oxford Heights	64	2 – 6 yd
Brighton Arms I, II, & III	425	12 – 8 yd

6.0 SCOPE OF WORK – RECYCLING COLLECTION

It is the intent of these specifications that the Borough will enter into a contract for the collection of the following recyclable materials: newspapers, aluminum cans, tin and bi-metal cans, glass, cardboard, plastic containers, and mixed paper and chipboard.

6.1 The contractor shall pick up the specified recyclable materials at curbside from all single family residences (1350), all condo complexes (3 complex curbside) (120 units), 2 complexes with dumpsters (135 units), apartment complexes with no more than 10 units (2 complexes with a total of 14 units), commercial and industrial businesses (approx. 75) meeting the following standards:

Each of the above locations is limited to:

1. Sixty (60) gallons of comingled items which includes glass, ferrous cans, aluminum cans, and plastic containers. Maximum container may be up to twenty (20) gallons.
2. Newspapers – two (2) bundles, tied with string and not exceeding fifty (50) lbs. per bundle or two (2) containers not exceeding fifty (50) lbs. each.
3. Corrugated cardboard – two (2 ft. x 2 ft.) bundles, flattened and tied with String and not exceeding 50 lbs. per bundle.
4. Mixed paper in containers that do not exceed twenty (20) gallons each

6.2 The contractor will be responsible for emptying the containers and replacing them neatly at the collection point. The contractor will not be required to collect recyclables that are contaminated with miscellaneous garbage, or materials other than specified above. The contractor shall tag each container contaminated with non-recyclable material with a non-compliance notice and shall leave the material at the curb. The contractor shall notify the Department of Public Works of all locations where the recycling was not picked up due to non-compliance, in writing on the same day.

6.3 In addition to the curbside collection at the above specified locations, the contractor will remove recyclable materials from these following locations:

1. Neptune City Municipal Bldg., 106 W. Sylvania Avenue – once a week
2. Neptune City Fire Dept., Laurel Avenue – once a week
3. Neptune City First Aid, 96 W. Sylvania Avenue – once a week

4. Wilson School, 210 W. Sylvania Avenue – once a week
5. Senior Citizen Building, 2000 Sixth Avenue – once a week
6. Neptune City Community Center 117 Third Avenue – once a week
7. Condominiums:

    Bijou Villa – 2 – Four (4) yard dumpsters
    Oxford Pond – 6 – Two (2) yard dumpsters
    Coastal Village – Curbside pickup
    Bradley Condominiums - Curbside pickup
    Key East – Curbside pickup

The contractor will provide the appropriate containers at each above location.

6.4 The contractor will be responsible to collect recyclables at the drop-off center on Flexcraft Drive twice per week. The contractor shall provide a twenty-five (25) yard igloo container for comingled items listed above, and a twenty-five (25) yard container for mixed cardboard, newspaper, and mixed paper. These containers are to handle the collections and to ensure easy access for the public. The contractor will maintain this area in a neat and orderly manner.

6.5 COLLECTION SCHEDULE

At curbside locations the contractor shall pick up all recyclable materials every other week (26 times per year) at times and dates agreed upon between the parties. The Borough will be responsible for notifying homeowners about the collection dates and other program details. The routes shall be established by the Borough and the contractor through a mutual written agreement. The following Legal Holidays are exempt from recycling collection: New Year's Day, Thanksgiving Day, and Christmas Day.

6.6 MARKETING OF RECYCLABLES COLLECTED

The Contractor submits his bid with the understanding that the Contractor shall collect and dispose of the recyclable materials at the sole expense of the Contractor.

6.7 On a monthly basis, the contractor will provide the Borough with a list of vendors to whom he sold/delivered the recyclable materials and the original weight receipts for all recyclable items collected in Neptune City. These receipts will be mailed to the Borough Recycling Coordinator.

6.8 If any of the required stops are missed by the contractor, the contractor shall return within 24 hours notice from the municipality.

6.9 CONTRACT TERMS

For either a three (3) year or a five (5) year term, commencing May 1, 2022, depending upon the proposal selected by the governing body.

6.10 PAYMENTS

Payments will be made to the contractor monthly in equal installment on the basis of 1/12 of the annual contract amount.

6.11 ALTERNATE BID (ON BID SHEET)

To provide for collection of recyclable materials and provide dumpsters listed below:

Steiner Avenue Apartments (36 Units)
3 – 90 gallon toters
1 – 4 cy dumpster for cardboard, newspaper & mixed paper

Hampshire Terrace Apartments (80 Units)
1 – 6 cy dumpster for cardboard, newspaper & mixed paper
1 – cy dumpster for comingle

Oxford Heights Apartments (64 Units)
1 – 2 cy dumpster for comingle
1 – 4 cy dumpster for cardboard, newspaper & mixed paper

Brighton Arms (428 Units)
2 – 6 cy dumpsters for comingle
1 - 4 cy dumpster for comingle
6– 4 cy dumpster for cardboard, newspaper & mixed paper

7. BIDDING DOCUMENTS

- 7.1 Bidding Document Checklist

-7.2 Acknowledgement of Addenda

-7.3 Certified photocopies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.

-7.4 Statement of bidder's qualifications, experience and financial ability.

-7.5 A bid guaranty in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough of Neptune City.

-7.6 Stockholder Statement of Ownership.

-7.7 Non-collusion affidavit.

-7.8 Disclosure of Investment Activities In Iran, in accordance with N.J.S.A. 52:32-58

-7.9 Consent of surety

-7.10 Vehicle Dedication Affidavit

-7.11 Affirmative Action Affidavit

-7.12 Business Registration Certificate

-7.13 Performance Bond

-7.14 Certificate of Insurance

-7.15 Proposal

7.1- Bidding Document Checklist

- -7.2 Acknowledgement of Addenda
- -7.3 Certified photocopies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- -7.4 Statement of bidder's qualifications, experience and financial ability.
- -7.5 A bid guaranty in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough of Neptune City.
- -7.6 Stockholder Statement of Ownership.
- -7.7 Non-collusion affidavit.
- -7.8 Disclosure of Investment Activities In Iran, in accordance with N.J.S.A. 52:32-58
- -7.9 Consent of surety
- -7.10 Vehicle Dedication Affidavit
- -7.11 Affirmative Action Affidavit
- -7.12 Business Registration Certificate
- -7.13 Performance Bond
- -7.14 Certificate of Insurance
- -7.15 Proposal

7.2 ACKNOWLEDGEMENT OF ADDENDA AND/OR NOTICE CERTIFICATE

Receipt of the following addenda and/or notice(s) is hereby acknowledged:

(Bidder to fill in)

Number	Date Issued

_____ No Addenda and/or Notices received.

_____
Bidder

_____
By (Print Name and Title)

_____
Signature

7.3 CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY/A-901 APPROVAL

Name _____

Complete Address: _____

_____

_____

Telephone Number : _____

_____

Certificate Number

Date _____

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

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

AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF SS:

I, _____ am the _____

_____

_____ of the _____

and being duly sworn, I depose and say:

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

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

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

5. I do hereby authorize the Borough Council, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough Council with any information necessary to verify the answers given.

_____ _____
Name of Firm or Individual Title

_____ _____
Signature Date

Subscribe and sworn to before me this

_____ day of _____, 20 ____

_____

Notary Public of

My Commission expires _____, 20 ___.

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

QUESTIONNAIRE

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

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

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

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

3. Has the bidder failed to perform any contract awarded to it by any contracting unit under its current or any past name in the past five(5) years? If the answer is "yes", state when, where and why. A complete explanation is required.

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

5. List all public entity contracts which the bidder or its officers and/or 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 the contract

(d) How were materials collected?

(e) Give location of disposal site and methods used in the disposal of solid waste.

(f) Name and telephone number of Contract Administrator or some other official in charge of collections 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 the 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 (3) credit or bank references.

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

14. Additional remarks

7.5 BID GUARANTEE (To be supplied by Contractor)

7.6 STOCKHOLDER STATEMENT OF OWNERSHIP

(Form Attached)

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 of 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 noncorporate 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 ***<name of contracting unit>*** 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 ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** 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 ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

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

7.7 - NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF SS:

I, _____ of the City of _____ in the State (Commonwealth) of _____, being of full age and duly sworn according to law, on my oath deposes and say that:

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above named project, in the capacity of _____ _____, and I have executed the Bid Proposal with full authority to do so, further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise 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 Borough of Neptune City rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in awarding the contract for the said project.

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

_____ _____

Name of Firm or Individual Title

_____ _____

Signature Date

Subscribed and sworn to before me this

_____ day of _____, 20 ____

_____

Notary Public of

My Commission expires _____, 20 ____.

7.8 - DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name:_____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter25 list as a person or entity engaging in investment activities in lran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchse/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party n default and seeking debarment or suspension of the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list entities determined to be engaged in prohibited activities in lran pursuant to P.L. 2012, C. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certificate below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ADD ADDITIONAL SHEETS.

Name: _____

Relationship to Bidder/Offeror: _____

Description of Activities: _____

_____

_____

Duration of Engagement:_____

Anticipated Cessation Date:_____

Bidder/Offeror Contact Name: _____

Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation form the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers to information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

7.9 CONSENT OF SURETY

Proposal for Solid Waste Collection beginning May 1, 2022

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

_____
Title

7.10 VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF SS:

I, _____ am the _____

_____

_____ of the _____ and

being duly sworn, I depose and say:

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

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

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

_____ _____

Name of Firm or Individual Title

_____ _____

Signature Date

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

_____

Notary Public of

My commission expires on _____, 20 _____.

7.11 AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF SS:

I, _____ of the City of _____ in the State

(Commonwealth) of _____, being of full age and duly sworn according to law, on my oath deposes and say that:

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above names 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 of

My Commission expires on _____, 20 _____.

ATTACHMENT #1

Procurement and Service Contract – Mandatory Language

P.L.1975, C.127 (N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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, affectional or sexual orientation or sex.

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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

7.12 NJ BUSINESS REGISTRATION CERTIFICATE (TO BE SUBMITTED WITH BID)

7.13 PERFORMANCE BOND

7.14 CERTIFICATE OF INSURANCE

7.15 PROPOSAL

Bidders Name:

Bid Proposal Form - Collection of Garbage, Trash, and Recycling

Part I

Garbage and Trash

	Amount with Disposal Fee 3 Year Proposal:		Amount without Disposal Fee 3 Year Proposal:			
Year 1						
Year 2						
Year 3						
Total:						

	Amount with Disposal Fee 5 Year Proposal:		Amount without Disposal Fee 5 Year Proposal:			
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
Total:						

Forty (30) Yard Dumpster Service (30 Times a year):

_____

Price Per Dumpster Pick-up in excess of 30 Times a year:

_____ each time

Bidders Name:

Alternate #1 Amount to Add Apartments to Above Proposal For Grabage and Trash

Garbage and Trash

	Amount with Disposal Fee 3 Year Proposal - Apartments:		Amount without Disposal Fee 3 Year Proposal - Apartments:			
Year 1						
Year 2						
Year 3						
Total:						

	Amount with Disposal Fee 5 Year Proposal - Apartments:		Amount without Disposal Fee 5 Year Proposal - Apartments:			
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
Total:						

Bidders Name:

Alternate #2 Amount to Add Apartments to Above Proposal For Recycling

Recycling 3 Year Proposal

	Amount with Disposal Fee 3 Year Proposal - Apartments:		Amount without Disposal Fee 3 Year Proposal - Apartments:			
Year 1						
Year 2						
Year 3						
Total:						

Recycling 5 Year Proposal

	Amount with Disposal Fee 5 Year Proposal - Apartments:		Amount without Disposal Fee 5 Year Proposal - Apartments:			
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						
Total:						

PROPOSAL SUBMITTED BY: _____

Name, Title

Dated: _____