

**BOROUGH OF SEA BRIGHT
UNIFORM BID SPECIFICATIONS**

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

October 2016

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the Mayor and Council of the Borough of Sea Bright, Monmouth County, New Jersey for Solid Waste and Recyclable Materials Collection and Disposal Services and opened and read in public at Borough Hall in Council Chambers, located at 1167 Ocean Avenue, Sea Bright, NJ 07760, New Jersey on Thursday, December 1, 2016 at 10:00 AM prevailing time.

Specifications and Contract Documents may be obtained at the office of the Borough Clerk in Borough Hall located at 1167 Ocean Avenue, Sea Bright, NJ 07760, during regular business hours.

Proposals must be made on the Standard Proposal Forms in a manner designated in the bid documents. All bids must be enclosed in a sealed envelope bearing the name and address of the bidder and the following title: **"Bid - Solid Waste and Recyclable Materials Collection and Disposal Service"** addressed to the Borough of Sea Bright and must be accompanied by all items identified in the Bid Documents including, but not limited to, a Statement of Consent of Surety from a surety company holding a Certificate of Authorization to do business in the State of New Jersey and a bid guarantee (Proposal Security) for not less than ten percent (10%) of the amount bid except that the guarantee need not exceed \$20,000.00.

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.

The Borough reserves the right to reject any and all bids, or to waive any informalities in the bids and accompanying documents received.

BY ORDER OF THE MAYOR AND COUNCIL OF THE BOROUGH OF SEA BRIGHT

Christine Pfeiffer, Borough Clerk

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Sea Bright is soliciting bid proposals from solid waste collectors interested in providing solid waste and recyclable materials collection and disposal services for a period of 2 years, to commence on January 1, 2017 and ending on December 31, 2018, with the option to extend for an additional three, one (1) year terms, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

1.2 CHANGES TO THE BID SPECIFICATIONS

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

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Borough Clerk or her representative on December 1, 2016 at 10:00 A.M. at Borough Hall in Council Chambers, located at 1167 Ocean Avenue, Sea Bright, NJ 07760. Bids must be delivered by hand or by mail to the Borough Clerk no later than 10:00 A.M. on December 1, 2016. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 DOCUMENTS TO BE SUBMITTED

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

1. Certified photocopies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10%

of the total amount of the bid proposal, not to exceed \$20,000; payable to the Borough of Sea Bright;

4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety;
7. Bid Proposal; and
8. Business Registration Certificate.

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 recyclable material" means aluminum, bi-metal/tin cans, glass, plastic and certain papers and other products as defined in the code of the Borough of Sea Bright Sections 178-6 and 178-7.

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

"Disposal facility" means those sites designated in the Monmouth County Solid Waste Management Plan for use by the Borough of Sea Bright.

Monmouth County Reclamation Center
6000 Asbury Avenue
Tinton Falls, NJ 07753

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

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including: New Year's Day, Thanksgiving Day and Christmas Day.

"Legal newspaper" means the Asbury Park Press and Star Ledger.

"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 area for this contract is the entire Borough of Sea Bright.

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

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

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

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Sea Bright 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 Sea Bright 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 Sea Bright shall not award the contract based on the bid price for separate options.

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

3.2. BID GUARANTEES

A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to

the Borough of Sea Bright in the amount of 10% of the highest aggregate two (2) year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Borough of Sea Bright.

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 Sea Bright.

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 Sea Bright.

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

4. AWARD OF CONTRACT

4.1. GENERALLY

A. The Borough of Sea Bright 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 Sea Bright'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 Sea Bright 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 Sea Bright rejects all bids, the Borough of Sea Bright 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 Sea Bright 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 Sea Bright to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Borough of Sea Bright 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 1 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 within five (5) days of the award of bid to the Borough Clerk's Office, 1167 Ocean Avenue, Sea Bright, NJ 07760.

B. Failure to provide the required one year performance bond at the time and place specified by the Borough of Sea Bright 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 Sea Bright may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.

C. For a 2 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 within five (5) days of the award of bid to the Borough Clerk's Office, 1167 Ocean Avenue, Sea Bright, NJ 07760. The performance bond for each succeeding year shall be delivered to the Borough of Sea Bright 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 Sea Bright 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 Sea Bright 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.

A successful bidder must submit to the Borough of Sea Bright, one of the following three (3) documents:

- a. A photocopy of a *valid letter* identifying that the contractor is operating under an existing Federally approved or sanctioned affirmative action program, OR

- b. A photocopy of a *Certificate* of Employment Information Report approval issued in accordance with N.J.A.C. 17:27-4, OR
- c. A photocopy of an Employee Information Report (*Form AA302*) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

B. If the Contractor does not submit the affirmative action document within the required time period the Borough of Sea Bright 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 Sea Bright 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 Sea Bright 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 Sea Bright may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1 The Contractor shall provide service for each Option awarded by the Governing Body. The Governing Body shall select one collection Option for the contract period of 2 years with the option to extend for 3 additional 1 year terms in accordance with any of the Option proposals submitted.

5.2 CONDITIONS

Solid waste and recyclable materials collection and disposal services shall be provided to 1052 residential units (which includes single family homes and condominiums/townhouses), 4 apartment buildings and to those limited commercial and professional establishments as listed herein and any apartments associated with commercial uses, and to Borough owned properties.

BOROUGH, LIMITED COMMERCIAL AND PROFESSIONAL USES FOR SOLID WASTE AND SINGLE STREAM RECYCLING COLLECTION AND DISPOSAL

Solid waste and single stream recyclable materials collection and disposal shall be provided to the limited commercial and professional uses as listed below.

BUSINESS NAME	MAILING ADDRESS	TYPE of BUSINESS
Alice's Kitchen	1106 Ocean Avenue	Restaurant
Rooney's Hot Dogs	1136 Ocean Avenue	Restaurant
Sonny's Sandwich Shop	1062 Ocean Avenue	Restaurant
Nova Boutique	1050 Ocean Avenue	Retail Store
Bain's Hardware	1092 Ocean Ave	Hardware/Paint Retail Store
*Carriage House Marina	1200 Ocean Ave	Marina
Perspirology	1054 Ocean Ave.	Business
Angelica's Restaurant	1070 Ocean Avenue	Restaurant
Art Sea LLC	1106 Ocean Avenue	Retail
Samerin, LLC (Sean Patrick's)	1132 Ocean Avenue	Restaurant
Dr. Brucker and Dr. Collier	1480 Ocean Avenue	Professional Office
Giglios Bait & Tackle	1125 Ocean Avenue	Bait & Tackle Shop, Retail

Harry's Lobster House	1124 Ocean Avenue	Restaurant
The Sea Bright Fish Company	1054 Ocean Avenue	Restaurant
Northshore	1125 Ocean House	Retail Store
OAR Fitness and Endurance	1006 Ocean Avenue	Business
Sea Breeze Wines & Spirits (Cork & Barrel)	1060 Ocean Ave.	Retail
Melonhead	1142 Ocean Avenue	Juice Bar
Ingall's Custom Contracting	1106 Ocean Avenue	Business
E.F. Mason Agency	1101 Ocean Avenue	Professional Office
Bello Group Consulting, LLC	1054 Ocean Avenue	Professional Office
L&G Restaurant and Bar	140 Ocean Avenue	Restaurant
Sea Bright Pizzeria and Restaurant	1068 Ocean Avenue	Restaurant
US Post Office & Rental Units	1034 Ocean Avenue	Post Office
Valley National Bank	1173 Ocean Avenue	Bank
BOROUGH RECYCLING CENTER	Main Municipal Lot Ocean Avenue	Municipal Recycling Center
Fire Department and First Aid	Main Municipal Lot Ocean Avenue	Fire & First Aid

CONDOMINIUM/TOWNHOUSE OR APARTMENT LIST FOR SOLID WASTE AND SINGLE STREAM RECYCLING COLLECTION AND DISPOSAL

Solid waste and single stream recyclable materials collection and disposal shall be provided to the Condominiums,/Townhouses and Apartment as listed below.

CONDOMINIUM/TOWNHOUSES	ADDRESS	NUMBER OF UNITS
Yacht Harbor Condominiums	1382 Ocean Avenue	52
Ocean Reef Townhouses	1540 Ocean Avenue	24
Murro Badmitton Condominiums	4 Badminton Court	8
Nautilus Condominiums	2 Rumson Road	18
Waterways Condominiums	1184 Ocean Avenue	22
Harbor Point Condominiums	1492 Ocean Avenue	29
Sea Bright Village Townhouses	Village Rd & Sandpiper Lane	62
Riveredge Condominiums	260 Ocean Avenue	32
Mid Water Apartments	1198 Ocean Avenue	
Anchorage Apartments	960 Ocean Avenue	
Sunrise Townhouses	1566 Ocean Avenue	24
Ocean Ridge Condominiums	1187 Ocean Avenue	40
Ocean Ridge Condominiums	1 Osborne Place	14
Sea Bridge Townhouses	766 Ocean Avenue	9
Fountains Condominiums	1340 Ocean Avenue	64
Runaway Beach Condominiums	1201 Ocean Avenue	60
Grand Pointe Townhouses	700 Ocean Avenue	16
Chris' Landing Townhouses	1255 Ocean Avenue	23
Tradewind Townhouses	1332 Ocean Avenue	13
Lands End Townhouses	174 Ocean Avenue	24
Island View Townhouses	5 Islandview Way	68
Sand Pebble	1490A Ocean Avenue & Garden Way	4

Riverhouse Condominiums	Center Street	4
Morse Condominiums	6 Front Street	2
Sea Spray Condominium	610/612 Ocean Avenue	2
1488 Apartments	1488 Ocean Avenue	16
1238 Units	1238 Ocean Avenue	6
Gaiters	150 Ocean Ave	8
Apartments at Brooks Seafood	140 Ocean Ave	2
Apartments at the Quay	280 Ocean Ave	2
Apartments at Ocean Springs	1050 Ocean Ave	7
Apartments at the Liquor Store	1060 Ocean Ave	2
Apartments at Gracie and the Dudes	1062 Ocean Ave	4
Apartments at the Dive	1072 Ocean Ave	7
Apartments at Century 21	1076 Ocean Ave	3
8 River Street Apartments	8 River Street	2
1080 Ocean Ave Apartments	1080 Ocean Ave	4
Apartments at Bain's Hardware	1092 Ocean Ave	12

All municipal solid waste and recycling that is intended to be disposed of through the Borough's municipal solid waste collection services shall be thoroughly and completely drained of all liquids. All municipal solid waste and recycling that is intended to be disposed of through the Borough's municipal solid waste collection services shall be placed in a container(s) made of galvanized iron or heavy-duty plastic with two (2) carrying handles, or in a heavy-duty plastic bag(s), for pickup. All containers and bags shall be covered or closed, as applicable, at all times. Curbside pick-up for refuse and recycling per pick-up day shall be limited to ten (10) 32 gallon containers or five (5) 64 gallon containers or ten (10) heavy-duty plastic bags of equal size 32 gallons and shall not exceed 50 pounds when filled. Bulk Refuse shall be limited to eight (8) Items.

Dumpster service shall only be provided for the apartment uses as identified on the tables listed below. No dumpster service shall be provided to commercial or professional establishments. Dumpsters shall be furnished by the residents or establishments, not the Contractor. The Contractor shall be responsible to the receptacle or dumpster owner for all damage caused to the receptacles, dumpsters, screening systems, resulting from improper handling or use.

All municipal solid waste and recycling that is intended to be disposed of through the Borough's municipal solid waste collection services shall not be mixed or commingled with any matter not specifically permitted.

Grass clippings shall not be collected.

The Contractor for refuse collection shall be prohibited from collecting any receptacles placed at curbside on a regular refuse collection day, which also contains recyclable materials. The Contractor shall be prohibited from collection any receptacles places at the curbside on a regular recyclable collection day, which contain any non recyclables.

All receptacles shall be promptly replaced in an upright position out of the traveled way and not on the sidewalk after being emptied.

The Contractor shall use every precaution to prevent any materials from being spilled in or on any premises, including any portion of a building, private or public street, during the course of collections. Any materials so spilled shall be immediately broomed up and the premises, building or streets, left in a clean condition. In addition, all containers shall be replaced at the curbside.

The Contractor shall abide by requirements set by Borough Ordinance relative to noise.

The Contractor shall be required to stop by Borough Hall located at 1167 Ocean Avenue, before leaving town on each scheduled pick-up day in order to verify that no complaints were received by the Borough.

No garbage, rubbish refuse, or recyclables shall be left by the Contractor in the traveled way or on the sidewalk or curbs or along the route from the place of receptacle placement to collection vehicle. If any garbage, rubbish, refuse, or recyclables, fall from a vehicle or receptacle, either during collection or transportation, such articles shall be immediately gathered and replaced in the vehicle and the place of collection rendered clean. Additionally, all containers shall be replaced at the curbside. Failure to do so, will be considered a violation of the contract. Not complying with Section 5.10 FAILURE TO COLLECT is also a violation of the contract. Failure to maintain area, or respond to a complaint within 24 hours, shall also result in a violation of the contract.

The following recyclable materials shall be collected as part of the Borough's curbside recyclable collection service:

- (1) Newspapers.
- (2) Clean mixed paper products.
- (3) Corrugated Cardboard
- (3) Glass.
- (4) Tin and steel food and beverage containers.
- (5) Aluminum food and beverage containers.
- (6) Recyclable plastics.

Definitions for each of the items listed above are set forth in Borough Ordinance 178-7 amended 6-1-2010 by Ordinance 9-2010 and are incorporated herein at length.

5.3 COLLECTION OPTIONS

OPTION 1

Service to 1052 residential units (which includes single family homes and condominiums/townhouses), 4 apartment buildings, plus limited commercial and professional establishments as listed in Section 5.2.

Option 1- The responsible bidder will collect all solid waste from all residential and businesses listed in Section 5.2 and municipal buildings and lands two (2) times per week which shall be on every Monday and Thursday. The responsible bidder will collect bulk refuse from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week and shall occur on each Thursday in conjunction with solid waste collection. The responsible bidder will collect all single stream recycling from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall be on every Wednesday. The contractor is not required to furnish containers. All locations are responsible to furnish their own containers.

Year 1 \$ _____

Year 2 \$ _____

TOTAL 2 YEAR CONTRACT PRICE: \$ _____

Optional 1 Year Extensions

Year 3 \$ _____

Year 4 \$ _____

Year 5 \$ _____

The successful bidder shall be responsible for providing the following items:

Item 1. Additional pick-ups from the Borough Recycling Center for the collection, removal and transportation of refuse or recyclables materials for disposal will be provided by the successful bidder on an as needed basis and as requested by the Borough. For bidding purposes two (2) additional pick-ups each month each year for the months of June, July and August shall be used for calculation. Payment to be made by the Borough on an as needed basis per Load.

Year 1 \$ _____ per load x 6 loads = \$ _____

Year 2 \$ _____ per load x 6 loads= \$ _____

Optional 1 Year Extensions

Year 3 \$ _____ per load x 6 loads= \$ _____

Year 4 \$ _____ per load x 6 loads= \$ _____

Year 5 \$ _____ per load x 6 loads= \$ _____

Item 2. The successful Bidder shall supply and empty roll-off containers on an as needed basis as determined by the Borough, for the entire length of the contract, including contract extension. For the purpose of bid comparison, the price for 1 of each container size will be used. The price per load shall include the collection, transportation and removal of the dumpster. This price will remain the same throughout the 2 year contract period and all 1 year extensions.

Unit price per Container including delivery and pick-up:

30 CY \$ _____

20 CY \$ _____

10 CY \$ _____

Item 3. The successful Bidder shall supply to the Borough a 20 CY container for street sweepings which shall be placed at a location in Sea Bright as identified by the Department of Public Works upon award of the contract. The Contractor shall pick up and dispose of the street sweepings on an as needed basis and as requested by the Borough. For the purpose of bid comparison, 4 loads per year shall be used.

Year 1 \$ _____ per load x 4 loads= \$ _____

Year 2 \$ _____ per load x 4 loads= \$ _____

Optional 1 Year Extensions

Year 3 \$ _____ per load x 4 loads= \$ _____

Year 4 \$ _____ per load x 4 loads= \$ _____

Year 5 \$ _____ per load x 4 loads= \$ _____

Item 4. The successful Bidder shall be available for emergency debris removal during the entire term of the contract. For purpose of bid comparison, bidder shall supply a per diem price for employees and equipment which shall respond to the Borough within 24 hours after storm emergency for all storm debris removal.

Year 1 \$ _____ per diem

Year 2 \$ _____ per diem

Optional 1 Year Extensions

Year 3 \$ _____ per diem

Year 4 \$ _____ per diem

Year 5 \$ _____ per diem

OPTION 2

Service to 1052 residential units (which includes single family homes and condominiums/townhouses), 4 apartment buildings, plus limited commercial and professional establishments as listed in Section 5.2.

From Memorial Day to Labor Day- The responsible bidder will collect all solid waste from all residential and businesses listed in Section 5.2 and municipal buildings and lands two (2) times per week which shall be on every Monday and Thursday. The responsible bidder will collect bulk refuse from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week and shall occur on each Thursday in conjunction with solid waste collection. The responsible bidder will collect all single stream recycling from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall be on every Wednesday.

From Labor Day to Memorial Day- The responsible bidder will collect all solid waste from all residential and businesses listed in Section 5.2 and municipal buildings and lands one (1) time per week which shall be on every Monday. The responsible bidder will collect bulk refuse from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week and shall occur on each Monday in conjunction with solid waste collection. The responsible bidder will collect all single stream recycling from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall be on every Wednesday.

The contractor is not required to furnish containers. All locations are responsible to furnish their own containers.

Year 1 \$ _____

Year 2 \$ _____

TOTAL 2 YEAR CONTRACT PRICE: \$ _____

Optional 1 Year Extensions

Year 3 \$ _____

Year 4 \$ _____

Year 5 \$ _____

The successful bidder shall be responsible for providing the following items:

Item 1. Additional pick-ups from the Borough Recycling Center for the collection, removal and transportation of refuse or recyclables materials for disposal will be provided by the successful bidder on an as needed basis and as requested by the Borough. For bidding purposes two (2) additional pick-ups each month each year for the months of June, July and August shall be used for calculation. Payment to be made by the Borough on an as needed basis per Load.

Year 1 \$ _____ per load x 6 loads= \$ _____

Year 2 \$ _____ per load x 6 loads= \$ _____

Optional 1 Year Extensions

Year 3 \$ _____ per load x 6 loads= \$ _____

Year 4 \$ _____ per load x 6 loads= \$ _____

Year 5 \$ _____ per load x 6 loads= \$ _____

Item 2. The successful Bidder shall supply and empty roll-off containers on an as needed basis as determined by the Borough, for the entire length of the contract, including contract extension. For the purpose of bid comparison, the price for 1 of each container size will be used. The price per load shall include the collection, transportation and removal of the dumpster. This price will remain the same throughout the 2 year contract period and all 1 year extensions.

Unit price per Container including delivery and pick-up:

30 CY \$ _____

20 CY \$ _____

10 CY \$ _____

Item 3. The successful Bidder shall supply to the Borough a 20 CY container for street sweepings which shall be placed at a location in Sea Bright as identified by the Department of Public Works upon award of the contract. The Contractor shall pick up and dispose of the street sweepings on an as needed basis and as requested by the Borough. For the purpose of bid comparison, 4 loads per year shall be used.

Year 1 \$ _____ per load x 4 loads= \$ _____
Year 2 \$ _____ per load x 4 loads= \$ _____

Optional 1 Year Extensions

Year 3 \$ _____ per load x 4 loads= \$ _____
Year 4 \$ _____ per load x 4 loads= \$ _____
Year 5 \$ _____ per load x 4 loads= \$ _____

Item 4. The successful Bidder shall be available for emergency debris removal during the entire term of the contract. For purpose of bid comparison, bidder shall supply a per diem price for employees and equipment which shall respond to the Borough within 24 hours after storm emergency for all storm debris removal.

Year 1 \$ _____ per diem
Year 2 \$ _____ per diem

Optional 1 Year Extensions

Year 3 \$ _____ per diem
Year 4 \$ _____ per diem
Year 5 \$ _____ per diem

5.4. CONTAINERS

All municipal solid waste and recycling that is intended to be disposed of through the Borough's municipal solid waste collection services shall be placed in a container(s) made of galvanized iron or heavy-duty plastic with two (2) carrying handles, or in a heavy-duty plastic bag(s), for pickup. All containers and bags shall be covered or closed, as applicable, at all times. Curbside pick-up for refuse and recycling per pick-up day shall be limited to ten (10) 32 gallon containers or five (5) 64 gallon containers or ten (10) heavy-duty plastic bags of equal size 32 gallons and shall not exceed 50 pounds when filled.

Dumpsters shall be furnished by the residents or establishments, not the Contractor. The Contractor shall be responsible to the receptacle or dumpster owner for all damage caused to the receptacles, dumpsters, screening systems, resulting from improper handling or use.

5.5. COLLECTION SCHEDULE

A. All collection services, as described in these specifications, shall be performed on all designated days between 6:00 A.M. and 9:00 A.M.

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

New Year's Day, Thanksgiving Day and Christmas Day. Pickup shall occur on the next business day after the holiday.

5.6. SOLID WASTE DISPOSAL

A. All solid waste collected within the Borough of Sea Bright shall be disposed of in accordance with the Monmouth County Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at Monmouth County Reclamation Center, 6000 Asbury Avenue, Tinton Falls, NJ (732) 918-0142.

B. The Borough of Sea Bright reserves the right to designate another disposal facility in accordance with the Monmouth County Solid Waste Management Plan or in the event that the designated Disposal is unable to accept waste. The Borough of Sea Bright 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.A.C. 7:26-3.1 et seq.

B. All collection trucks shall be compaction types, completely enclosed and water tight. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to

inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.

D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

5.8. NAME ON VEHICLES

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

5.9. TELEPHONE FACILITIES AND EQUIPMENT

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

B. Telephone service shall be maintained on all collection days, between the hours of 8:30AM and 4:30PM. The Borough of Sea Bright shall list the Contractor's telephone number in the Telephone directory along with other listings for the Borough of Sea Bright.

5.10. FAILURE TO COLLECT

A. The Contractor shall report to the Contract Administrator, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where collection is scheduled on a one collection per week basis, that collection will be made as soon as possible, but in no event later than the next scheduled collection day.

5.11. 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 Sea Bright.

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

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 Sea Bright for the preceding calendar month (the "Billing Month").

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

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

C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough of Sea Bright shall be charged shall be the difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle.

D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the Borough of Sea Bright shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the 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.

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

5.14. COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Borough of Sea Bright 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. SUPERVISION OF EMPLOYEES

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

5.16. INSURANCE REQUIREMENTS

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

5.17. CERTIFICATES

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

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

- ___ 6.2. Photocopies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- ___ 6.3. Statement of bidder's qualifications, experience and financial ability.
- ___ 6.4. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough of Sea Bright.
- ___ 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**

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 Sea Bright. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

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

1. How many years has the bidder been in business as a contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it by the [GOVERNING BODY] 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 [GOVERNING BODY] in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of contracting unit;
 - (b) Approximate population of contracting unit;
 - (c) Term of contract from to ;
 - (d) How were materials collected?
 - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
12. List the name and address of three credit or bank references.
13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidders assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.
14. Additional remarks.
15. State whether bidder owns any automated side loader refuse trucks.

6.4 **BID GUARANTY**

Attach bid bond, cashier's check or certified check in the amount of 10% of the bid, but not in excess of \$20,000; payable to the Borough of Sea Bright.

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

Check appropriate box:

Limited Liability Corporation Subchapter S Corporation

Limited Partnership Limited Liability Partnership

Sole Proprietor

Bidder must complete one of the following statements:

No stockholder or partner owns 10% or more of the company submitting bid:

Signature _____ Date: _____

Bid is being submitted by an individual who operates as a sole proprietorship:

Signature _____ Date: _____

Stockholders or Partners owning more than 10% of the company submitting bid:

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Signature _____ Date: _____

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

}

ss.:

BOROUGH OF SEA BRIGHT

COUNTY OF

}

SOLID WASTE AND

RECYCLABLE MATERIALS COLLECTION

AND DISPOSAL

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

I am employed by the firm of _____ [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 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 Sea Bright rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

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

Name of Firm or Individual
Title

Signature
Date

Subscribed and sworn to before me this _____ day of _____ 2016.

Notary Public of

My Commission expires _____, 20__.

6.7 **CONSENT OF SURETY**

Consent of surety document to be provided by Bidder's surety company and must meet all applicable, local, county and State legal obligations.

6.8

PROPOSAL

Proposal for Solid Waste Collection beginning January 1, 2017.

[NAME OF THE CONTRACTING UNIT]:

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.

Signature

Title

Affix seal if a corporation.

Title

6.8.1 PROPOSED OPTION #1

OPTION 1

Service to 1052 residential units (which includes single family homes and condominiums/townhouses), 4 apartment buildings, plus limited commercial and professional establishments as listed in Section 5.2.

Option 1- The responsible bidder will collect all solid waste from all residential and businesses listed in Section 5.2 and municipal buildings and lands two (2) times per week which shall be on every Monday and Thursday. The responsible bidder will collect bulk refuse from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week and shall occur on each Thursday in conjunction with solid waste collection. The responsible bidder will collect all single stream recycling from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall be on every Wednesday. The contractor is not required to furnish containers. All locations are responsible to furnish their own containers.

Year 1 \$ _____

Year 2 \$ _____

TOTAL 2 YEAR CONTRACT PRICE: \$ _____

Optional 1 Year Extensions

Year 3 \$ _____

Year 4 \$ _____

Year 5 \$ _____

The successful bidder shall be responsible for providing the following items:

Item 1. Additional pick-ups from the Borough Recycling Center for the collection, removal and transportation of refuse or recyclables materials for disposal will be provided by the successful bidder on an as needed basis and as requested by the Borough. For bidding purposes two (2) additional pick-ups each month each year for the months of June, July and August shall be used for calculation. Payment to be made by the Borough on an as needed basis per Load.

Year 1 \$ _____ per load x 6 loads= \$ _____

Year 2 \$ _____ per load x 6 loads= \$ _____

Optional 1 Year Extensions

Year 3 \$ _____ per load x 6 loads= \$ _____

Year 4 \$ _____ per load x 6 loads= \$ _____

Year 5 \$ _____ per load x 6 loads= \$ _____

Item 2. The successful Bidder shall supply and empty roll-off containers on an as needed basis as determined by the Borough, for the entire length of the contract, including contract extension. For the purpose of bid comparison, the price for 1 of each container size will be used. The price per load shall include the collection, transportation and removal of the dumpster. This price will remain the same throughout the 2 year contract period and all 1 year extensions.

Unit price per Container including delivery and pick-up:

30 CY \$ _____

20 CY \$ _____

10 CY \$ _____

Item 3. The successful Bidder shall supply to the Borough a 20 CY container for street sweepings which shall be placed at a location in Sea Bright as identified by the Department of Public Works upon award of the contract. The Contractor shall pick up and dispose of the street sweepings on an as needed basis and as requested by the Borough. For the purpose of bid comparison, 4 loads per year shall be used.

Year 1 \$ _____ per load x 4 loads= \$ _____

Year 2 \$ _____ per load x 4 loads= \$ _____

Optional 1 Year Extensions

Year 3 \$ _____ per load x 4 loads= \$ _____

Year 4 \$ _____ per load x 4 loads= \$ _____

Year 5 \$ _____ per load x 4 loads= \$ _____

Item 4. The successful Bidder shall be available for emergency debris removal during the entire term of the contract. For purpose of bid comparison, bidder shall supply a per diem price for employees and equipment which shall respond to the Borough within 24 hours after storm emergency for all storm debris removal.

Year 1 \$ _____ per diem
Year 2 \$ _____ per diem

Optional 1 Year Extensions

Year 3 \$ _____ per diem
Year 4 \$ _____ per diem
Year 5 \$ _____ per diem

6.8.2 PROPOSED OPTION #2

OPTION 2

Service to 1052 residential units (which includes single family homes and condominiums/townhouses), 4 apartment buildings, plus limited commercial and professional establishments as listed in Section 5.2.

From Memorial Day to Labor Day- The responsible bidder will collect all solid waste from all residential and businesses listed in Section 5.2 and municipal buildings and lands two (2) times per week which shall be on every Monday and Thursday. The responsible bidder will collect bulk refuse from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week and shall occur on each Thursday in conjunction with solid waste collection. The responsible bidder will collect all single stream recycling from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall be on every Wednesday.

From Labor Day to Memorial Day- The responsible bidder will collect all solid waste from all residential and businesses listed in Section 5.2 and municipal buildings and lands one (1) time per week which shall be on every Monday. The responsible bidder will collect bulk refuse from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week and shall occur on each Monday in conjunction with solid waste collection. The responsible bidder will collect all single stream recycling from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall be on every Wednesday.

The contractor is not required to furnish containers. All locations are responsible to furnish their own containers.

Year 1 \$ _____

Year 2 \$ _____

TOTAL 2 YEAR CONTRACT PRICE: \$ _____

Optional 1 Year Extensions

Year 3 \$ _____

Year 4 \$ _____

Year 5 \$ _____

The successful bidder shall be responsible for providing the following items:

Item 1. Additional pick-ups from the Borough Recycling Center for the collection, removal and transportation of refuse or recyclables materials for disposal will be provided by the successful bidder on an as needed basis and as requested by the Borough. For bidding purposes two (2) additional pick-ups each month each year for the months of June, July and August shall be used for calculation. Payment to be made by the Borough on an as needed basis per Load.

Year 1 \$ _____ per load x 6 loads= \$ _____

Year 2 \$ _____ per load x 6 loads= \$ _____

Optional 1 Year Extensions

Year 3 \$ _____ per load x 6 loads= \$ _____

Year 4 \$ _____ per load x 6 loads= \$ _____

Year 5 \$ _____ per load x 6 loads= \$ _____

Item 2. The successful Bidder shall supply and empty roll-off containers on an as needed basis as determined by the Borough, for the entire length of the contract, including contract extension. For the purpose of bid comparison, the price for 1 of each container size will be used. The price per load shall include the collection, transportation and removal of the dumpster. This price will remain the same throughout the 2 year contract period and all 1 year extensions.

Unit price per Container including delivery and pick-up:

30 CY \$ _____

20 CY \$ _____

10 CY \$ _____

Item 3. The successful Bidder shall supply to the Borough a 20 CY container for street sweepings which shall be placed at a location in Sea Bright as identified by the Department of Public Works upon award of the contract. The Contractor shall pick up and dispose of the street sweepings on an as needed basis and as requested by the Borough. For the purpose of bid comparison, 4 loads per year shall be used.

Year 1 \$ _____ per load x 4 loads= \$ _____
Year 2 \$ _____ per load x 4 loads= \$ _____

Optional 1 Year Extensions

Year 3 \$ _____ per load x 4 loads= \$ _____
Year 4 \$ _____ per load x 4 loads= \$ _____
Year 5 \$ _____ per load x 4 loads= \$ _____

Item 4. The successful Bidder shall be available for emergency debris removal during the entire term of the contract. For purpose of bid comparison, bidder shall supply a per diem price for employees and equipment which shall respond to the Borough within 24 hours after storm emergency for all storm debris removal.

Year 1 \$ _____ per diem
Year 2 \$ _____ per diem

Optional 1 Year Extensions

Year 3 \$ _____ per diem
Year 4 \$ _____ per diem
Year 5 \$ _____ per diem

Individual

Name of Firm or Title

Signature

Date

7. CONTRACT DOCUMENTS

7.1. CONTRACT

Contracts will be supplied at a later date from the Borough of Sea Bright. All terms and conditions within said contracts will be limited to the information provided within this bid document and any other statutory requirements by law.

The successful bidder shall within twenty-one (21) days after official acceptance and receipt of contract from the Borough of Sea Bright, execute the contract and deliver same to the Borough Clerk. Failure to do so will be considered an abandonment of the contract.

Section 7

7.2. PERFORMANCE BOND

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 Sea Bright. The performance bond must be provided prior to or concurrent with the required time frame for the delivery of the executed contract as described above. The performance bond for each succeeding year shall be delivered to the Borough with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond. (check section 4.2 to make sure consistent)

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 Sea Bright to terminate the contract upon expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough in the re-bidding the contract.

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF }

SS: BOROUGH OF SEA BRIGHT
SOLID WASTE AND RECYCLABLE
MATERIALS COLLECTION AND DISPOSAL

I, _____ [NAME OF AFFIANT], am the
_____ [IDENTIFY RELATIONSHIP TO BIDDER:
OWNER, PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER] of the
_____ [NAME OF BIDDER], and being duly sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Sea Bright 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 in the Borough of Sea Bright 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 Borough of Sea Bright is not feasible, that the Borough of Sea Bright will not be responsible for disposal costs for waste generated outside the Borough of Sea Bright.

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

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me this
____ day of _____, 2016.

Notary Public of

My Commission expires _____, 20__.

7.4. CERTIFICATE OF INSURANCE

Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of :

\$1,000,000 each occurrence;
\$2,000,000 general aggregate

Business auto liability insurance or its equivalent with a minimum limit of:

\$1,000,000 per accident and including coverage for all of the following:
-liability arising out of the ownership, maintenance or use of any auto;
-auto non-ownership and hired car coverage

Workers Compensation insurance or its equivalent with minimum limits of:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease; and
\$1,000,000 policy limit for bodily injury by disease

Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$5,000,000 per occurrence;
\$5,000,000 aggregate

The Borough of Sea Bright (appointed officials, officers, directors, trustees, consultants, agents and employees) shall be named as additional insured with respects to General Liability Insurance.

Indemnification: The Successful Bidder will protect, defend, indemnify and hold harmless the Borough of Sea Bright from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations proved that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease, or death , or to injury to or destruction of the tangible property including the loss of the use resulting therefrom; ad is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor(s), Sub-subcontractor(s), and anyone directly for whose acts any of them may be liable.

In any and all claims against the Borough of Sea Bright or any of their agents or employees, by an employee of the Contractor, Subcontractor or any Sub-subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any contractor, subcontractor or any sub-subcontractor under Workmen's Compensation Acts, Disability Benefits

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF }

s.s.: BOROUGH OF SEA BRIGHT
SOLID WASTE AND
RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL

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

I am employed by the firm of _____ [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 _____ 2016.

Notary Public of

My Commission expires _____, 20__.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, gender identity or expression, disability, nationality 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 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, affectional or sexual orientation, gender identity or expression, disability, nationality 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, gender identity or expression, disability, nationality 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, gender identity or expression, disability, nationality 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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

ATTACHMENT #2

BOROUGH OF SEA BRIGHT 2015 MUNICIPAL DATA

RESIDENTIAL SOURCES:

Single family/ Condominiums	1052 units.
Apartment Buildings	4
Containers	The Contractor shall not be required to provide Containers

COMMERCIAL SOURCES:

Total	35
Containers	The Contractor shall not be required to provide Containers

MUNICIPAL SOURCES:

Municipal buildings	The Contractor shall not be required to provide Containers
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POPULATION:

The Borough's population in 2015 was

AREA:

0.77 square miles

TOTAL ROAD MILES:

State Roadways: 3.51 miles
County Roadways: 0.03 miles
Local Roadways: 2.74 miles
Ramps: 1.24 miles
Total: 7.52 miles

TONNAGE REPORT (2015):

Solid Waste:

Curbside Residential and Apartment Type 10
and Bulk Refuse: Approx. 1200 tons

Recyclable Materials:

Approx. 220 tons