

**BOROUGH OF LAWNSIDE  
CAMDEN COUNTY, NEW JERSEY  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN THAT SEALED BIDS BE ADDRESSED TO MARSHAREE WRIGHT, ACTING BOROUGH CLERK AND SHALL BE CLEARLY MARKED ON THE OUTSIDE BID PACKET – **SOLID WASTE AND BULKY WASTE COLLECTION AND DISPOSAL.**

THE BIDS WILL BE OPENED AND PUBLICLY BE READ AT THE BOROUGH HALL, 4 DR. MARTIN LUTHER KING, JR. ROAD, LAWNSIDE, NEW JERSEY ON **TUESDAY, AUGUST 3, 2021 AT 10:00 A.M.** PREVAILING TIME.

SPECIFICATIONS ARE ON THE BOROUGH OF LAWNSIDE'S WEBSITE [WWW.LAWNSIDE.NET](http://WWW.LAWNSIDE.NET) AND ON FILE IN THE OFFICE OF THE BOROUGH CLERK. A PROPOSAL FORM WHICH IS INCLUDED WITH THE SPECIFICATIONS IS TO BE COMPLETED AND RETURNED WITH THE BID. EACH BID SHALL BE ACCOMPANIED BY A BID BOND, CERTIFIED CHECK OR CASHIER'S CHECK PAYABLE TO THE BOROUGH OF LAWNSIDE, IN THE AMOUNT NOT LESS THAN TEN (10%) PERCENT (NOT TO EXCEED \$20,000) AS A PROPOSAL GUARANTY IN THE EVENT THE BID IS ACCEPTED.

THE BOROUGH OF LAWNSIDE SHALL HAVE SIXTY (60) DAYS WITHIN WHICH TO ACCEPT OR REJECT BIDS. SUBMITTED BIDDERS SHALL BE REQUIRED TO KEEP BIDS OPEN FOR THAT PERIOD OF TIME AND AGREE THEY WILL NOT WITHDRAW OR REVERSE THEIR PRICES THEREIN.

THE SIGNED PROPOSAL FORMS AND BID SECURITY MUST BE DELIVERED TO THE PLACE ON OR BEFORE THE HOUR NAMED ABOVE. BIDDERS NAME AND ADDRESS MUST APPEAR ON THE OUTSIDE OF THE SEALED ENVELOPE.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL PROPOSALS, IN WHOLE OR IN PART, OR TO MAKE AWARDS TO SUBIDDER OR BIDDERS WHO, IN THE JUDGEMENT OF THE MAYOR AND BOROUGH COUNCIL, MAKES THE MOST ADVANTAGEOUS BID AND TO WAIVE SUCH INFORMALITIES AS MAY BE PERMITTED BY LAW. THE BOROUGH ALSO RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND INSTEAD AWARD THE CONTRACT THROUGH A SHARED SERVICE AGREEMENT WITH ANOTHER MUNICIPALITY OR OTHER PUBLIC ENTITY.

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, C127 (NJAC 17:27), BY ORDER OF THE MAYOR AND BOROUGH COUNCIL OF THE BOROUGH OF LAWNSIDE, IN THE COUNTY OF CAMDEN AND THE STATE OF NEW JERSEY.

**ANY QUESTIONS SHOULD BE DIRECTED TO EITHER THE MUNICIPAL CLERK AT 856-573-6200 OR THE BOROUGH ADMINISTRATOR AT 856-573-6215.**

MARSHAREE A. WRIGHT, ACTING BOROUGH CLERK

Division of Solid and Hazardous Waste  
Bureau of Solid Waste Regulation  
P.O. Box 414  
Trenton, New Jersey 08625  
Telephone (609) 984-2080  
Fax (609) 984-6874

## NOTICE

**For  
New Jersey Municipalities that Contract for Solid Waste Collection Services  
And  
Solid Waste Collection Utilities that Bid on Residential Collection Contracts**

***Uniform Bid Specifications for Solid Waste Collection Contracts***

**N.J.A.C. 7:26H-6.6(a) and Appendix A; N.J.A.C. 17:27  
N.J.S.A. 13:1E-1 et seq.; N.J.S.A. 48:13A-1 et seq.; N.J.S.A. 40A:11 et seq.  
N.J.S.A. 10:5-31 et seq. (P.L. 1975,c.127)**

The above-referenced solid waste utility regulations and New Jersey Statutes state that in addition to the Department of Environmental Protection's solid waste utility regulations, a solid waste collection company shall be familiar with and comply with all applicable local, state and Federal laws and regulations in connection with submitting a bid proposal and performing a municipal solid waste collection contract. Therefore, please be advised that recent changes in state law have altered several requirements related to the municipal solid waste collection bid specifications, which is Appendix A of the utility regulations (N.J.A.C. 7:26H).

1. The Affirmative Action Compliance Notice has been changed. This affects section 4.5 AFFIRMATIVE ACTION REQUIREMENTS of Appendix A of the municipal solid waste collection contract bid specifications.

A **successful bidder** must submit to the public agency, 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.

2. The Mandatory Affirmative Action Language For Goods and Services (Including Professional Services) Contracts has changed. This affects Attachment #1 of the municipal solid waste collection contract bid specifications.

- a. The entire text of the Mandatory Affirmative Action Language For Goods and Services (Including Professional Services) Contracts can also be found at [http://www.nj.gov/dca/lgs/lpcl/yellowbook/yelbook\\_sec\\_c\\_vii-a-1.doc](http://www.nj.gov/dca/lgs/lpcl/yellowbook/yelbook_sec_c_vii-a-1.doc)

3. Contractors are now also required to comply with all the rules and regulations associated with the Americans with Disabilities Act of 1990.

- a. This document can also be found at [http://www.nj.gov/dca/lgs/lpcl/yellowbook/yelbook\\_sec\\_c\\_vii-b.doc](http://www.nj.gov/dca/lgs/lpcl/yellowbook/yelbook_sec_c_vii-b.doc)
- b. The Act requires bid specifications and contracts to contain the language of the Act. No submission is necessary.

4. A new form that shall be submitted as part of the bid is a Business Registration Certificate (BRC), which is issued by the Division of Revenue in the Department of the Treasury.

- a. Detailed information on this requirement can be found at the Division of Local Government Services web site <http://www.nj.gov/dca/lgs/lpcl/index.shtml#BusinessRegistration>

If you have any questions concerning the changes and additions to the municipal solid waste collection contract bid specifications, please contact the State Division of Local Government Services at (609) 292-7842. Questions concerning Affirmative Action requirements can be resolved by contracting the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts at (609) 292-5473.

# **1. INSTRUCTIONS TO BIDDERS**

## **1.1 THE BID**

The Borough is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and disposal services, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq. in the Borough of Lawnside for the following:

### **SOLID WASTE**

#### **BASE BID A - OPTION 1 (PROPOSAL FOR ONE YEAR)**

One collection in each and every week as described in section 5 for the period COMMENCING July 1, 2021 AND TERMINATING June 30, 2022. (BOTH DATES INCLUSIVE). If awarded, the contractor shall be responsible for the cost of disposal from January 1, 2022 to June 30, 2022.

#### **BASE BID A - OPTION 2 (PROPOSAL FOR FIVE YEAR)**

One collection in each and every week as described in section 5 for the period COMMENCING July 1, 2021 AND TERMINATING June 30, 2026. (BOTH DATES INCLUSIVE). If awarded, the contractor shall be responsible for the cost of disposal from January 1, 2022 to June 30, 2026.

#### **BASE BID A - OPTION 3 (PROPOSAL FOR ONE YEAR WITH FOUR ONE-YEAR OPTIONS – AT THE SOLE DISCRETION OF THE BOROUGH)**

One collection each and every week as described in section 5 for a period commencing on July 1, 2021 and terminating as determined by the municipality, but no longer than June 30, 2026. If awarded, the contractor shall be responsible for the cost of disposal from January 1, 2022 to the termination of the contract.

### **SOLID WASTE DISPOSAL**

#### **BASE BID B – OPTION 1 (PROPOSAL FOR 6 MONTHS)**

Disposal of municipal solid waste as described in Section 5 for a period commencing January 1, 2022 and terminating June 30, 2022 (both dates inclusive)

#### **BASE BID B – OPTION 2 (PROPOSAL FOR 4 YEARS AND 6 MONTHS)**

Disposal of municipal solid waste as described in section 5 for a period commencing January 1, 2022 and terminating June 30, 2026.

#### **BASE BID B – OPTION 3 (PROPOSAL FOR ONE YEAR WITH FOUR ONE-YEAR OPTIONS AT THE SOLE DISCRETION OF THE BOROUGH)**

Disposal of municipal solid waste as described in section 5 for a period commencing January 1, 2022 and terminating as determined by the municipality, but no longer than June 30, 2026.

At this time, the County Cooperative has future rights to extend the existing solid waste disposal bid for Option Years #2 (2022) and #3 (2023). It is our understanding that the County will not exercise these options but to date have not opted out of these considerations. The Borough of Lawnside is obligated to remain in the County Cooperative until such time the County does not exercise their options. For all Solid Waste Disposal “Add” bids (Option 1- Option 3) pricing and services will only commence following the termination of the County Cooperative.

The Borough of Lawnside will not utilize any pricing provided for calendar years 2022 and 2023 in analysis of the potential low bidder.

## **SPECIAL CIRCUMSTANCES – SOLID WASTE COLLECTION**

### **BASE BID C – OPTION 1 (PROPOSAL FOR 1 YEAR)**

Provide solid waste collection for special cleanup drives as described in section 5 for a period commencing July 1, 2021 and terminating June 30, 2022.

### **BASE BID C – OPTION 2 (PROPOSAL FOR 5 YEARS)**

Provide solid waste collection for special cleanup drives as described in section 5 for a period commencing July 1, 2021 and terminating June 30, 2026.

### **BASE BID C – OPTION 3 (PROPOSAL FOR ONE YEAR WITH FOUR ONE-YEAR OPTIONS AT THE SOLE DISCRETION OF THE BOROUGH)**

Provide solid waste collection for special cleanup drives as described in section 5 for a period of one year (July 1, 2021 – June 30, 2022) with four one-year options at the sole discretion of the Borough.

*Note: The Borough will only be charged upon utilization of solid waste collection for special cleanup drives.*

## **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 Courier Post of Cherry Hill NJ and in the Star Ledger of Newark NJ.

## **1.3 BID OPENING**

All bid proposals will be publicly opened and read by the by the Borough Clerk at the Lawnside Borough Municipal Building, 4 Dr. Martin Luther King Jr. Road, 2<sup>nd</sup> floor in the Council chambers. Bids must be delivered by hand or by mail to the Borough Clerk, no later than 9:45 a.m. on Tuesday, August 3, 2021. 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 for each respective Proposal at the time and date specified in the public notice to prospective bidders:

1. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount bid for the highest Base Bid price in the Proposal, provided said bid bond or certified check need not to exceed \$20,000, payable to the Borough of Lawnside;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety;
7. Business Registration Certification; and
8. Bid Proposal.

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained.

The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

## **1.5 PRE-BID CONFERENCE**

A non-mandatory pre-bid conference will be held on Tuesday, July 27, 2021 in the Lawnside Borough Municipal Building Council chambers, 4 Dr. Martin Luther King Jr. Road, 2<sup>nd</sup> Floor, Lawnside, New Jersey 08045 at 10:00A.M. The Borough of Lawnside shall not be liable for any matters in the subsequent bid award to any company/corporation who fails to attend the pre-bid conference.

The Borough will be represented and secure questions from all prospective bidders. All questions and requests for clarifications will be documented and responses will be provided by way of a written addendum/clarification document. Bidders will be able to verbalize their questions at the pre-bid conference. Bidders must provide all verbalized questions in written form following the conference. All subsequent questions must be in written form and emailed to Marsharee Wright, Acting Clerk m.wright@lawnside.net No questions will be entertained closer than 15 days from the bid opening.

All pre-bid meeting attendees must adhere to all applicable requirements set forth in Executive Order 122, and any subsequent directives related to COVID-19, including but not limited to appropriate social distancing and protective face coverings.

## **1.6 COMPLETION OF FORMS BY BIDDER**

The failure of any bidder to properly complete, sign and submit all forms at time of bid and provide the information required thereon, may be cause for the Borough to disqualify the bidder. Bidders are not permitted to make any changes to the bid documents. In the event the bidder makes any changes, the changes shall be deemed null and void and of no effect.

Information provided on said forms may, at the discretion of the Borough and in accordance with the New Jersey Local Public Contracts Laws, be used to qualify or disqualify a bidder.

## **2. DEFINITIONS**

"Bid proposal" means all documents, proposal forms, affidavits, certificates and statements required to be submitted by the bidder in response to the Borough of Lawnside advertisement for bids.

"Bid guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the Borough of Lawnside, 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 the Surety will provide a performance bond on behalf of the bidder in the event that the bidder is awarded the contract.

"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 Borough of Lawnside to 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 exercises 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 mixed paper, newspaper, corrugated cardboard, and commingled as defined by ordinance number 792 of the code of the Borough of Lawnside.

"Designated collected solid waste" means solid waste types 10 and 13. 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 Solid Waste Management Plan for the County in which the disposal facility is located for use by the Borough of Lawnside. The disposal facilities that are currently designated in this bid for solid waste, single stream recyclables and vegetative waste (as appropriate) are part of the Solid Waste Management Plan for the County in which the disposal facility is located. The Borough reserves the right to dispose of solid waste and single stream recyclables and vegetative waste at any facility within 25 miles, in State, of the respective municipal borders (at no additional charge). Current locations are described below:

### Solid Waste

The Borough of Lawnside is part of the County Cooperative and is obligated to remain part of the County waste contract until December 31, 2021. Therefore, the cost of solid waste disposal shall be the responsibility of the Borough of Lawnside from July 1, 2021 until December 31, 2021 and the solid waste must be hauled to and disposed of at Covanta Energy Recovery Center, 600 Morgan Boulevard, Camden, New Jersey. At this time the County Cooperative has future rights to extend the existing bid for Option Years #2 (2022) and #3 (2023). It is our understanding that the County will not be exercising these options, but to date have not opted out of these considerations. With the above in mind, the low bid consideration will not consider "Add" options #1 and #2 in the low bid analysis. Therefore, bidders will not be responsible for the cost of disposal from July 1, 2021 to December 31, 2021.

Bidders may be responsible for owning the solid waste at the time of collection and may be responsible for all disposal costs beginning January 1, 2022. Bidders will be responsible for owning the solid waste at the time of collection and shall be responsible for all disposal costs beginning January 1, 2024. Disposal shall be at a facility of the bidder's choice. All disposal facilities shall meet the applicable local, state and federal rules and regulations for solid waste disposal and must conform to the solid waste rules and regulations.

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

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including: January 1, known as New Year's Day, last Monday in May, known as Memorial Day, July 4, known as Independence Day, the first Monday in September, known as Labor Day, the fourth Thursday in November known as Thanksgiving Day and December 25, known as Christmas Day (total of six days).

"Legal newspaper" means the Courier Post of Cherry Hill NJ and Star Ledger of Newark NJ.

"Proposal forms" means the documents to be submitted by the bidder on which prices for services to be provided under the contract are set forth.

"Service Area" means the geographical area(s) described in Section IV herein. The service area(s) is designated on the enclosed map. **It is recommended that the bidder familiarize themselves with the service areas prior to submitting a bid.**

"Subcontractor" means any person, partnership, corporation or an entity engaged by or to be engaged by the Bidder to perform any of the functions required of the Successful Bidder under this Bid and subsequent Contract with the Borough of Lawnside.

"Surety" means a company that is duly certified to do business in the State of New Jersey and 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 Lawnside 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 optional bids and "Add" considerations. All bidders must submit a bid for all Proposals and all "Add" considerations for each option. The Municipality, at its discretion, will award the contract to the responsible bidder whose aggregate bid price for the chosen option, or any combination of options with or without the "Add" considerations is the lowest price bid.
- 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.
- F. Bidders must submit a price for the annual collection and hauling of solid waste. The Borough of Lawnside deems unbalanced bids, such as penny bids, dollar bids, providing no bid at all and/or bids whose prices are mathematically and/or materially unbalanced between line items, to be against public policy and nonresponsive, and shall be cause for the bid to be rejected.

### **3.2. BID GUARANTEES**

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Lawnside in the amount of 10% of the highest Base 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 Lawnside.

### **3.3. "BRAND NAME OR EQUIVALENT"**

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 Lawnside.

### **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 Lawnside.

### **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.

#### **3.5.1. EMPLOYEE WAGE REPORTING**

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

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

The contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form satisfactory to the commissioner, to the Borough of Lawnside for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development's "Payroll Certification for the Public Works Project" and completing columns 1-5 for each covered employee. The certification shall be submitted to: Borough of Lawnside, 4 Dr. Martin Luther King Jr. Road, 2<sup>nd</sup> Floor, Lawnside, NJ 08045.

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



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

### **3.8. SUBCONTRACTORS**

Any subcontract for the assignment of the performance of the duties and obligations of the Successful Bidder under its contract with the Borough, must first be submitted and approved by the Borough, prior to providing any work commencing under the subcontract, for the Borough's consent to the assignment or other disposition. The proposed subcontractor must submit to the Borough all documentation as required under these Bid Specifications including, but not limited to, the documents required, under Paragraph 1.4, Paragraph 4.4 (Performance Bond), Paragraph 4.5 (Affirmative Action Requirements), Paragraph 4.6 (Vehicle Dedication Affidavit), and a New Jersey Business Registration Certificate, and all documents, insurances and bonds (except bid bonds) as required pursuant to Paragraph 6.1 of these Bid Specifications. No assignment will be approved with less than one (1) year duration. 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 Municipality 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 Municipality, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Municipality'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. The Governing Body reserves the sole right to select whatever "Add" consideration in addition to the awarded Option(s).
- C. The Municipality 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 calendar days of the award of the contract, the Municipality 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 Municipality to declare the contractor non-responsive and to award the contract to the next lowest bidder.

#### 4.3. RESPONSIBLE BIDDER

The Municipality 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. If an award is made by the Borough of Lawnside for a one year contract, the successful bidder shall provide a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond to the Borough of Lawnside, 4 Dr. Martin Luther King Jr. Road, 2<sup>nd</sup> Floor, Lawnside, NJ 08045. The time of delivery shall be concurrent to the delivery of the vehicle dedication affidavit, appropriate affirmative action document and executed contract and shall be outlined in the notice of award.
- B. Failure to provide the required one year performance bond at the time and place specified by the Municipality 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 Municipality 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. If and award is made by the Borough of Lawnside for a multi-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 to the Borough of Lawnside, 4 Dr. Martin Luther King Jr. Road, 2<sup>nd</sup> Floor, Lawnside, NJ 08045. The time of delivery shall be concurrent to the delivery of the vehicle dedication affidavit, appropriate affirmative action document and executed contract and shall be outlined in the notice of award. The performance bond for each succeeding year shall be delivered to the Borough of Lawnside 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, within one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Municipality to terminate their respective 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 Municipality, in re-bidding the contract.

#### 4.5. AFFIRMATIVE ACTION REQUIREMENTS

- A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
- B. Within seven days after receipt of notification of the Municipality's intent to award any contract the contractor must submit one of the following to the Municipality:
  - 1. A photocopy of a **valid letter** identifying that the contractor is operating under an existing Federally approved or sanctioned affirmative action program, OR
  - 2. A photocopy of a **Certificate** of Employment Information Report approval issued in accordance with N.J.A.C. 17:27-4, OR

3. 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.
- C. If the Contractor does not submit the affirmative action document within the required time period the Municipality 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 Municipality to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

#### **4.6. VEHICLE DEDICATION AFFIDAVIT**

The successful bidder 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: on the collection day specified, 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 Municipality 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.

In the event the Contractor violates the term of the vehicle dedication affidavit, the Contractor shall take such action as is reasonably required to cure the violation. Failure to correct the violation shall constitute a breach of contract and will permit the Borough of Lawnside to terminate the Contract.

#### **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 Municipality may not award a contract until all tabulations are complete.

### **5. WORK SPECIFICATIONS**

The work and services to be performed and provided consist of the household collection, removal and disposal (if awarded) of solid and bulky waste from every residence and from three (3) 2-yard dumpsters, two (2) 6 -Yard dumpsters and one (1) 10 – Yard dumpster at municipal properties every trash day. Also, under separate option, solid and bulky waste from one (1) 30 - yard dumpster up to three (3) times per year. Also, under separate option, special collection (if required) twice per year. Bid is for a contract term of one (1) year or five (5) years, to commence on **July 1, 2021** and ending on **June 30, 2022** for one (1) year and for five (5) years to end on **June 30, 2026**. The Borough also reserves the right to award for only one year, with options to renew for additional years based on performance. The collection and removal services generally contemplate the continued and uninterrupted service as here to fore provided within the Borough of Lawnside. Each collection option is numbered and specifies each service that must be bided as part of that option.

#### **5.1. SERVICE**

Collection and removal services shall encompass of curbside pick-up and container solid waste pick-up once per week collection for approximately 1320 single family homes, townhouses, twin homes, duplexes, two (2) apartment complexes and municipal properties and any other home or property which may be designated by the Borough of Lawnside.

The successful bidder shall employ such methods or means to execute the work called for in this proposal so as to avoid any interruption or interference with the operation of the affairs of the Borough of Lawnside and shall likewise take the necessary steps to insure that during the course of performance there will be no infringement on the right of the public.

## **5.2. COLLECTION OPTIONS**

### **OPTION #1 SOLID/BULKY WASTE**

The following materials shall be collected on a specific day (Monday) each week: household collection, removal, and disposal (if awarded) of solid/bulky waste. The Contractor may request the collection day to be changed with the approval of the Borough of Lawnside. Bulky waste includes any and all large, non-commercial appliances, (not including furnaces), and tires, from single family, multi-family and one-four unit apartment dwellings, as set forth in Attachment #3.

Contractor will also collect and dispose of solid waste from three (3) 2-yard dumpsters, two 5-yard dumpsters and one 10-Yard dumpster at two municipal properties every trash day. All dumpsters to be supplied by the Contractor. Costs to include collection, transportation and disposal of all dumpster service. The containers need not be serviced by a dedicated truck as disposal costs are to be included in the price for these entities. The Borough will not be responsible for costs of disposal.

### **OPTION #2 30-YARD DUMPSTERS**

Contractor will collect and dispose of solid waste from one (1) 30-yard dumpster up to three (3) times per year located at sewer plant. Dumpster to be supplied by the Contractor. Costs to include collection and transportation only. Borough will be invoiced separately for disposal of only the 30-yard roll-off container.

### **OPTION #3 SPECIAL CIRCUMSTANCES**

The Contractor shall on scheduled routes cooperate with special clean-up drives as may be promulgated by the Borough, not to exceed four times a year.

## **5.3. CONTAINERS**

Residential garbage and trash containers shall not exceed approximate capacities of thirty-five gallons, 4 cubic feet capacity, or a gross weight of 50 pounds, whichever is the greater in each instance. Containers located at municipal buildings will be as identified in section 5.2.

## **5.4. COLLECTION SCHEDULE**

The contractor shall collect garbage and trash throughout the Borough on routes and schedules approved by the Borough so that each street or property will have collection on one fixed day a week (Mondays), twelve months a year at residential dwellings and municipal dwellings. Trucks shall follow the same route which shall not be changed except upon approval of the Borough, so that service to residents will be at a reasonably uniform time and pattern.

A. All collection services, as described in these specifications, shall be performed on all designated days between 6:00 am and 6:00 pm, except for unusual delay, emergency or breakdowns. Collections shall be made with a minimum of noise and traffic delay. Collections shall be made at the curb line with the lids being replaced. No stray trash shall be left on the streets or sidewalks. Employees shall not be loud, noisy, vulgar, obscene or insolent to residents.

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

If any collection falls on January 1, known as New Year's Day; Third Monday in January known as Martin Luther King Jr's Birthday; the Day designated and known as Good Friday; the Day designated and known as Memorial Day; Fourth of July; the first Monday in September, known as Labor Day; Thanksgiving Day; December 25, known as Christmas Day, then collecting shall be made the next day for that area and the remaining collections being made on Saturday, as necessary. No collection may be made on Sunday, except in an emergency approved by the Borough Administrator. The Holiday Collection Schedule is advertised in the Courier Post. The contractor is required to notify the Borough two weeks in advance and to advertise in the newspaper if there is to be any change from the Holiday Collection Schedule.

C. Collections shall be made from homes, apartment dwellings and municipal buildings. In such instances, collections shall be made at the curb except as hereinafter provided.

D. In the case of business or commercial garbage and trash, the contractor shall only be obligated to collect normal and reasonable quantities conveniently and properly placed at the curb. Large quantities of business and commercial garbage and trash shall not be included with this contract.

E. The contractor shall collect the garbage and trash at the municipal buildings and cooperate with the reasonable requirements and conditions in each case as directed by the Borough's Director of Public Works.

F. During unusual circumstances as described herein, the contractor shall be expected to conduct his usual collection along the specified routes, but shall be excused from collecting or cleaning up debris of substantial quantities from hurricanes, storms, disasters or other unusual disasters or acts of God which may litter the streets or highways.

#### **5.5. SOLID WASTE DISPOSAL ("ADD" CONSIDERATION)**

A. All solid waste collected within the Municipality shall be disposed of in accordance with the Camden County Solid Waste Management Plan. For the contract duration July 1, 2021 to December 31, 2021 all waste collected pursuant to the terms of the contract shall be disposed of at Covanta Camden Energy Recovery, 600 Morgan Boulevard, Camden, New Jersey 08104 (telephone #856-966-7174) and the cost of the disposal shall be the responsibility of the Borough.

At this time the County Cooperative has future rights to extend the existing solid waste disposal bid for Option Years #2 (2002) and #3 (2023). It is our understanding that the County will not exercise these options but to date have not opted out of these considerations. The Borough of Lawnside is obligated to remain in the County Cooperative until such time the County does not exercise their options. For all solid waste disposal "add" bids (Option 1- Option 3) pricing and services will only commence following the termination of the County Cooperative.

The Borough of Lawnside will not utilize any pricing provided for calendar Years 2022 and 2023 in analysis of the potential low bidder.

B. The Borough reserves the right to designate another disposal facility or, if applicable, disposal facilities in accordance with any approved Solid Waste Management Plan for the County in which the disposal facility is located in the event that the designated disposal facility or, if applicable, disposal facilities are unable to accept waste, or in the event the Borough otherwise determines to re-designate its disposal facilities.

C. The bid document provides for an "Add" consideration with the contractor having full responsibility of disposal of Solid Waste at a facility(ies) as determined by the contractor. The Solid Waste facility(ies) proposed must conform to the Solid Waste Management Plan for the County in which the disposal facility is located.

D. There shall be no "re-direct" transportation charges for any solid waste facilities that are within 25 miles within State from the border of the Borough of Lawnside.

#### **"ADD" CONSIDERATION – SOLID WASTE DISPOSAL**

The bid document provides for an "Add" Consideration for the Borough, with the contractor having full responsibility of disposal of Solid Waste at a facility(ies) as determined by the contractor. The contractor will own the Solid Waste material from the time of collection and will be responsible for all disposal fees (including \$3.00 N.J. State Recycling Tax). The contractor shall take full responsibility that any/all disposal (or transfer) facilities meet all applicable local, County, State and federal guidelines and are legally licensed to operate as a disposal (transfer) facility. If the Borough awards the "Add" consideration for solid waste disposal, if requested, within 7 days of request, the contractor shall provide the municipality with the name and physical address of the facility(ies) being utilized for disposal.

## **5.6. 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 watertight. 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.

## **5.7. 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.

## **5.8. TELEPHONE FACILITIES AND EQUIPMENT**

- A. The Contractor must provide and maintain an office within reasonable proximity of the Municipality 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 7:00 AM and 6:30 PM for the Borough of Lawnside. The Borough shall list the Contractor's telephone number in the Telephone directory along with other listings.

The contractor will also be required to provide the Borough of Lawnside with (24) hour emergency contact numbers.

## **5.9. 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.
- B. Liquidated Damages – It is understood that the orderly and proper collection and disposal of solid waste and recyclables is a matter of serious and vital concern to the Borough for the health, safety and welfare of the residents of the Borough. Likewise, it is anticipated that occasional and minor breaches or violations may occur. Since these are incapable of prompt and reasonable calculations, the following stipulated penalties and damages, whose determination and certification shall

be final unless reversed by the Governing Body, shall apply. The contract administrator shall notify the Contractor of such violation when convenient and susceptible of immediate correction. Otherwise, the Borough shall deduct the same from the payment due to the Contractor.

1. Failure of a truck and a crew to operate and finish a regular route –  
The Contractor shall pay the Borough two hundred and fifty dollars (\$250.00) per day, plus up to \$25.00 per house or business in which non-collection takes place, plus the sum of two hundred dollars (\$200.00) per day for each vehicle hired or used by the Borough for the purpose of performing the collection service which the Contractor has failed to perform, plus the sum of eighty five (\$85.00) per day for each person used or employed including Borough employees assigned to the performance of this service.
2. Failure to make any collection on any one collection day – The Contractor shall pay the Borough two hundred fifty dollars (\$250.00) for each day in which non-collection takes place, plus the sum of two hundred dollars (\$200.00) per day for each vehicle hired or used by the Borough for the purpose of performing the collection service which the Contractor has failed to perform, plus the sum of eighty five dollars (\$85.00) per day for each person used or employed including Borough employees assigned to the performance of this service.
3. Failure to notify the contractor administrator in the event of a delay, emergency or breakdown. The Contractor shall pay the Borough two hundred and fifty dollars (\$250.00) per occurrence.
4. Trucks in leaking or unsanitary conditions – The contractor shall pay the Borough two hundred dollars (\$200.00) for each offense.
5. Permanent containers or receptacles damaged or carried away.  
Failure to replace within three (3) days – The contractor shall pay the Borough thirty dollars (\$30.00) for each.
6. Failure of truck and crew to follow prescribed route – The contractor shall pay the Borough two hundred and fifty dollars (\$250.00) for each violation.
7. Failure to clean spilled materials, such as fallen glass, cans, garbage debris, etc. – The contractor shall pay the Borough one hundred dollars (\$100.00) for each occasion.
8. Failure to operate stated equipment or vehicles as set forth in the specification – The contractor shall pay the Borough two hundred dollars (\$200.00) for each violation.
9. Failure to replace cans as set forth in the specifications – The contractor shall pay the Borough fifty dollars (\$50.00) for each violation.
10. Failure to maintain radio communications between supervisors and employees during the required hours or failure of permanent site supervisor to be reachable at all times – The contractor shall pay the Borough one hundred dollars (\$100.00) for each such violation.
11. Failure to answer a complaint pertaining to problems concerning collection of refuse – The contractor shall pay the Borough fifty dollars (\$50.00) per complaint.
12. Trucks may be inspected by the contract administrator at any time.  
In the event trash from another town is found, the Borough has the right to terminate or impose severe fines not to exceed five thousand dollars (\$5,000.00).
13. Failure to dispose of recyclables properly – The contractor shall pay

the Borough two hundred and fifty dollars (\$250.00) for each violation.

- C. A continuing violation of any of the above shall be considered a new violation each day. This provision is in addition to and not in limitation of any other rights of the Municipality under other parts of the specifications. In the event that continued and repeated violations are not correct by the contractor after due notice by the Municipality, the Borough of Lawnside shall have the right to withhold further monthly payments until violations are corrected. Such withholding of these payments shall in no way relieve the contractor of contract obligations specified herein. Liquidated damages shall be deducted from the monthly bill.

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

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

#### **5.10. 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 Municipality.
- B. The Contractor shall submit a copy of all complaints received and the action taken to the Municipality on a monthly basis, due the first week of each and every month.

#### **5.11. 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.

#### **5.12. 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 Municipality 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 Municipality for reimbursement.
- B. The Municipality shall pay all invoices within 30 days of receipt. The Borough of Lawnside will not be obligated to pay a defective invoice until the defect is cured by the



Contractor. The Municipality 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 curbside collection in the Municipality, 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 Municipality 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. This provision does not include dumpster/container service. Container service shall be inclusive of disposal.
- 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 Municipality 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 Municipality will pay the costs of disposal, the disposal facility shall bill the Borough of Lawnside directly for all costs (including taxes and surcharges).

### **5.13. COMPETENCE OF EMPLOYEES**

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

### **5.14. SUPERVISION OF EMPLOYEES**

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

### **5.15. INSURANCE REQUIREMENTS**

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

### **5.16. CERTIFICATES**

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

**5.17. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Borough of Lawnside from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of Lawnside 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.

**6.1 BIDDING DOCUMENTS CHECKLIST**

**The following documents shall be submitted by the bidder at the time and date specified in the Public Notice to prospective bidders:**

- \_\_\_ 6.2. Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- \_\_\_ 6.3. Statement of bidder's qualifications, experience and financial ability.
- \_\_\_ 6.4. A 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 the rejection of the Bid Proposal.
- \_\_\_ 6.5. 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 Lawnside.
- \_\_\_ 6.6. Stockholder statement of ownership.
- \_\_\_ 6.7. Non-Collusion Affidavit.
- \_\_\_ 6.8. Consent of Surety.
- \_\_\_ 6.9. Business Registration Certification (BRC) issued by the New Jersey Division of Revenue.
- \_\_\_ 6.10. Bid Proposal.
- \_\_\_ 6.11. Acknowledgement of Receipt of Addenda to Bid Documents Form

\_\_\_\_\_  
**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

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

STATE OF NEW JERSEY }

COUNTY OF } SS: "Solid Waste and Recyclable Materials Collection Service in the Borough of Lawnside"

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

- 1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
- 2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the [GOVERNING BODY] to award to [NAME OF BIDDER] the contract for solid waste collection 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 Lawnside 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 of Lawnside 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 of Lawnside 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 of Lawnside with any information necessary to verify the answers given.

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

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

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

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

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

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

## 6.4 QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for the “Solid Waste Collection Service in the Borough of Lawnside”. **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(s) that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
  - (a) Name of Municipality;
  - (b) Approximate population of the Municipality;
  - (c) Term of contract from to ;
  - (d) How were materials collected?
  - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
  - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.

11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
12. List the name and address of three credit or bank references.
13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidders assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.
14. Additional remarks.

## **6.5 BID GUARANTY**

### Bid Guaranty:

Each bid must be accompanied by a bid bond or certified check in the amount of ten percent of the bid for the highest Base Bid submitted. Bond or check to be payable to the order of the municipality submitted as a guaranty that in the event the bid of the maker is accepted and a contract awarded to him, he will duly execute the same. The performance of that contract shall likewise be duly secured by the required performance and liability bonds and insurance.

### Disposition of Proposal Guaranty and Submission of Performance Bond:

As soon as the lowest responsible bidder has been selected and the performance bond has been accepted by the municipality, all bid bonds submitted shall be returned to the bidders, except that the bid bonds of the two (2) lowest responsible bidders shall be retained until the performance bond has been accepted by the municipality. The lowest responsible bidder to whom the award is made shall execute the contract and furnish the required bonds or surety for the performance of said contract. In case the bidder to whom such an award is made shall fail to execute and deliver a contract and the necessary bonds to the municipality, the award to him may be vacated by the municipality and the respective bid surety may be forfeited as liquidated damages, or the municipality may, at its option, recover from said bidder the difference between the price of his bid and the amount of the contract as shall be subsequently awarded, applying said bid bond on account thereof.

The Contractor shall submit a bid guaranty form as supplied by his bonding company or, as stated above, a certified check may be submitted as an option. Bid guarantees shall include all information as required by law.

**6.6 STOCKHOLDER STATEMENT OF OWNERSHIP  
STOCKHOLDER DISCLOSURE CERTIFICATION**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Partnership

Corporation

Sole Proprietorship

Limited Partnerships

Limited Liability Corporations

Limited Liability Partnerships

S Corporations

**PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW**

**Stockholders:**

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_

**THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION**

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

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Affiant)  
\_\_\_\_\_  
(Print name & title of affiant)

My Commission Expires on: \_\_\_\_\_, 20\_\_

(Corporate Seal)

**6.7 NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF }

s.s.: "Solid Waste Materials  
Collection Service in the Borough of Lawnside".

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

I am employed by the firm of \_\_\_\_\_ [NAME OF BIDDER], the bidder submitting the Bid Proposal for the above named project, in the capacity of \_\_\_\_\_ [TITLE OF AFFIANT], and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or 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 [GOVERNING BODY] rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

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

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

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

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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



**6.8 CONSENT OF SURETY**

A performance bond will be required from the successful bidder on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

TO: \_\_\_\_\_  
(OWNER)

RE: \_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(PROJECT DESCRIPTION)

This is to certify that the \_\_\_\_\_  
(Surety Company)

will provide to \_\_\_\_\_ a performance bond in the full  
(CONTRACTOR)

amount of awarded contract in the event that said contractor is awarded a contract for the above project.

\_\_\_\_\_  
Authorized Agent of Surety Company

*CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY SUBMITTING THE BID.*

**6.9 BUSINESS REGISTRATION CERTIFICATE (BRC) ISSUED BY THE NEW JERSEY DIVISION OF REVENUE**

*To be Provided by Bidder*

**6.10 PROPOSAL**

**Proposal for the “Solid Waste Materials Collection Service in the Borough of Lawnside” beginning July 1, 2021.**

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 following Proposal Sheets.

NOTE:

**Bidders are required to sign all Proposal sheets.**

**Bidders must bid on the Base Bid for all Option Proposals.**

\_\_\_\_\_  
Signature

**Affix seal if  
a corporation.**

\_\_\_\_\_  
Title

*Bidders must submit a price for the annual collection and hauling of solid waste. Penny bids, dollar bids, or providing no bid at all, will be cause for the bid to be considered as nonresponsive and the bid will be rejected. Likewise, if the prices bid are mathematically and/or materially unbalanced between line items this may also be reason for the bid to be considered nonresponsive and the bid will be rejected.*

**PROPOSAL**  
**SCHEDULE OF PRICES**

**Please Note: The amount Bid shall be calculated using the quantity multiplied by the unit price Bid, to the penny. Do not round-off the amount.**

**Bidders must submit a price for the annual collection and hauling of solid waste. Penny bids, dollar bids, or providing no bid at all, will be cause for the bid to be considered nonresponsive and the bid will be rejected. Likewise, if the prices bid are mathematically and/or materially unbalanced between line items, this may also be a reason for the bid to be considered nonresponsive and the bid will be rejected.**

**Base Bid 'A' - Option 1 Solid Waste Collection (July 1, 2021 - June 30, 2022)**

**YEAR 1**

| <b><u>No.</u></b> | <b><u>Item Description- Payment Items</u></b> | <b><u>Qty</u></b> | <b><u>Unit</u></b> |   | <b><u>Unit Price</u></b> |   | <b><u>Amount</u></b> |
|-------------------|---|-------------------|--------------------|---|--------------------------|---|----------------------|
| 1                 | Base Service Curb Side Pickup Per Year        | 1                 | LS                 | @ | \$                       | = | \$                   |
| 2                 | Base Service Container Pickup Per Year        | 1                 | LS                 | @ | \$                       | = | \$                   |
| 3                 | Subtotal (Items 1 and 2)                      |                   |                    |   |                          | = | \$                   |

|   |   |    |
|---|---|----|
| <b>TOTAL OPTION 1 BASE BID 'A' (July 1, 2021 - June 30, 2022)</b> | = | \$ |
|---|---|----|

**Base Bid 'A' - Option 2 Solid Waste Collection July 1, 2021 - June 30, 2026)**

**YEAR 1**

| <b><u>No.</u></b> | <b><u>Item Description- Payment Items</u></b> | <b><u>Qty</u></b> | <b><u>Unit</u></b> |   | <b><u>Unit Price</u></b> |   | <b><u>Amount</u></b> |
|-------------------|---|-------------------|--------------------|---|--------------------------|---|----------------------|
| 1                 | Base Service Curb Side Pickup Per Year        | 1                 | LS                 | @ | \$                       | = | \$                   |
| 2                 | Base Service Container Pickup Per Year        | 1                 | LS                 | @ | \$                       | = | \$                   |
| 3                 | Subtotal (Items 1 and 2)                      |                   |                    |   |                          | = | \$                   |

**YEAR 2**

| <b><u>No.</u></b> | <b><u>Item Description- Payment Items</u></b> | <b><u>Qty</u></b> | <b><u>Unit</u></b> |   | <b><u>Unit Price</u></b> |   | <b><u>Amount</u></b> |
|-------------------|---|-------------------|--------------------|---|--------------------------|---|----------------------|
| 1                 | Base Service Curb Side Pickup Per year        | 1                 | LS                 | @ | \$                       | = | \$                   |
| 2                 | Base Service Container Pickup Per Year        | 1                 | LS                 | @ | \$                       | = | \$                   |
| 3                 | Subtotal (Items 1 and 2)                      |                   |                    |   |                          | = | \$                   |

**YEAR 3**

| <b><u>No.</u></b> | <b><u>Item Description- Payment Items</u></b> | <b><u>Qty</u></b> | <b><u>Unit</u></b> |   | <b><u>Unit Price</u></b> |   | <b><u>Amount</u></b> |
|-------------------|---|-------------------|--------------------|---|--------------------------|---|----------------------|
|                   |   |                   |                    |   |                          |   |                      |
| 1                 | Base Service Curb Side Pickup Per year        | 1                 | LS                 | @ | \$                       | = | \$                   |

|   |  |   |    |   |    |   |    |
|---|--|---|----|---|----|---|----|
| 2 | Base Service Container Pickup Per Year | 1 | LS | @ | \$ | = | \$ |
| 3 | Subtotal (Items 1 and 2)               |   |    |   |    | = | \$ |

**YEAR 4**

| <b>No.</b> | <b>Item Description- Payment Items</b> | <b>Qty</b> | <b>Unit</b> |   | <b>Unit Price</b> |   | <b>Amount</b> |
|------------|--|------------|-------------|---|-------------------|---|---------------|
| 1          | Base Service Curb Side Pickup Per year | 1          | LS          | @ | \$                | = | \$            |
| 2          | Base Service Container Pickup Per Year | 1          | LS          | @ | \$                | = | \$            |
| 3          | Subtotal (Items 1 and 2)               |            |             |   |                   | = | \$            |

**YEAR 5**

| <b>No.</b> | <b>Item Description- Payment Items</b> | <b>Qty</b> | <b>Unit</b> |   | <b>Unit Price</b> |   | <b>Amount</b> |
|------------|--|------------|-------------|---|-------------------|---|---------------|
| 1          | Base Service Curb Side Pickup Per year | 1          | LS          | @ | \$                | = | \$            |
| 2          | Base Service Container Pickup Per Year | 1          | LS          | @ | \$                | = | \$            |
| 3          | Subtotal (Items 1 and 2)               |            |             |   |                   | = | \$            |

|   |  |  |  |  |  |   |    |
|---|--|--|--|--|--|---|----|
| <b>TOTAL OPTION 2 BASE BID 'A' (JULY 1, 2021 - JUNE 30, 2026)</b> |  |  |  |  |  | = | \$ |
|---|--|--|--|--|--|---|----|

**Base Bid 'A' - Option 3 Solid Waste Collection July 1, 2021 - June 30, 2022, with Four One-Year Options to be Determined Annually and at the Sole Discretion of the Borough)**

**YEAR 1 - BASE YEAR**

| <b>No.</b> | <b>Item Description- Payment Items</b> | <b>Qty</b> | <b>Unit</b> |   | <b>Unit Price</b> |   | <b>Amount</b> |
|------------|--|------------|-------------|---|-------------------|---|---------------|
| 1          | Base Service Curb Side Pickup Per Year | 1          | LS          | @ | \$                | = | \$            |
| 2          | Base Service Container Pickup Per Year | 1          | LS          | @ | \$                | = | \$            |
| 3          | Subtotal (Items 1 and 2)               |            |             |   |                   | = | \$            |

**YEAR 2 - OPTION 1**

| <b>No.</b> | <b>Item Description- Payment Items</b> | <b>Qty</b> | <b>Unit</b> |   | <b>Unit Price</b> |   | <b>Amount</b> |
|------------|--|------------|-------------|---|-------------------|---|---------------|
| 1          | Base Service Curb Side Pickup Per year | 1          | LS          | @ | \$                | = | \$            |
| 2          | Base Service Container Pickup Per Year | 1          | LS          | @ | \$                | = | \$            |
| 3          | Subtotal (Items 1 and 2)               |            |             |   |                   | = | \$            |

**YEAR 3 – OPTION 2**

| <b>No.</b> | <b>Item Description- Payment Items</b> | <b>Qty</b> | <b>Unit</b> |   | <b>Unit Price</b> |   | <b>Amount</b> |
|------------|--|------------|-------------|---|-------------------|---|---------------|
| 1          | Base Service Curb Side Pickup Per year | 1          | LS          | @ | \$                | = | \$            |
| 2          | Base Service Container Pickup Per Year | 1          | LS          | @ | \$                | = | \$            |
| 3          | Subtotal (Items 1 and 2)               |            |             |   |                   | = | \$            |

**YEAR 4 – OPTION 3**

| <b>No.</b> | <b>Item Description- Payment Items</b> | <b>Qty</b> | <b>Unit</b> |   | <b>Unit Price</b> |   | <b>Amount</b> |
|------------|--|------------|-------------|---|-------------------|---|---------------|
| 1          | Base Service Curb Side Pickup Per year | 1          | LS          | @ | \$                | = | \$            |
| 2          | Base Service Container Pickup Per Year | 1          | LS          | @ | \$                | = | \$            |
| 3          | Subtotal (Items 1 and 2)               |            |             |   |                   | = | \$            |

**YEAR 5 – OPTION 4**

| <b>No.</b> | <b>Item Description- Payment Items</b> | <b>Qty</b> | <b>Unit</b> |   | <b>Unit Price</b> |   | <b>Amount</b> |
|------------|--|------------|-------------|---|-------------------|---|---------------|
| 1          | Base Service Curb Side Pickup Per year | 1          | LS          | @ | \$                | = | \$            |
| 2          | Base Service Container Pickup Per Year | 1          | LS          | @ | \$                | = | \$            |
| 3          | Subtotal (Items 1 and 2)               |            |             |   |                   | = | \$            |

|  |  |  |  |  |  |   |    |
|--|--|--|--|--|--|---|----|
| <b>TOTAL OPTION 3 BASE BID 'A' (JULY 1, 2021 - JUNE 30, 2022 WITH FOUR ONE-YEAR OPTIONS)</b> |  |  |  |  |  | = | \$ |
|--|--|--|--|--|--|---|----|

**Base Bid 'B' - Option 1 – Provide and Service 30cy Roll-Off Dumpsters (Disposal to be Paid by Municipality)****YEAR 1 (JULY 1, 2021 – JUNE 30, 2022)**

| <b>No.</b> | <b>Item Description- Payment Items</b>   | <b>Qty</b> | <b>Unit</b> |   | <b>Unit Price</b> |   | <b>Amount</b> |
|------------|--|------------|-------------|---|-------------------|---|---------------|
| 1          | Provide & Service 30cy Roll-Off Dumpster | 3          | LS          | @ | \$                | = | \$            |
|            | Subtotal (Item 1)                        |            |             |   |                   | = | \$            |

|   |  |  |  |  |  |   |    |
|---|--|--|--|--|--|---|----|
| <b>TOTAL OPTION 1 BASE BID 'B' (JULY 1, 2021 - JUNE 30, 2022)</b> |  |  |  |  |  | = | \$ |
|---|--|--|--|--|--|---|----|

**Base Bid 'B' - Option 2– Provide and Service 30cy Roll-Off Dumpster (Disposal to be Paid by Municipality)****YEARS 1 – 5 (JULY 1, 2021 – JUNE 30, 2026)**

| <b>No.</b> | <b>Item Description- Payment Items</b>   | <b>Qty</b> | <b>Unit</b> |   | <b>Unit Price</b> |   | <b>Amount</b> |
|------------|--|------------|-------------|---|-------------------|---|---------------|
| Year 1     | Provide & Service 30cy Roll-Off Dumpster | 3          | LS          | @ | \$                | = | \$            |
| Year 2     | Provide & Service 30cy Roll-Off Dumpster | 3          | LS          | @ | \$                | = | \$            |
| Year 3     | Provide & Service 30cy Roll-Off Dumpster | 3          | LS          | @ | \$                | = | \$            |
| Year 4     | Provide & Service 30cy Roll-Off Dumpster | 3          | LS          | @ | \$                | = | \$            |

|        |  |   |    |   |    |   |    |
|--------|--|---|----|---|----|---|----|
| Year 5 | Provide & Service 30cy Roll-Off Dumpster | 3 | LS | @ | \$ | = | \$ |
|        | Subtotal (Items 1 through 5)             |   |    |   |    | = | \$ |

|   |   |    |
|---|---|----|
| <b>TOTAL OPTION 2 BASE BID 'B' (JULY 1, 2021 - JUNE 30, 2026)</b> | = | \$ |
|---|---|----|

**Base Bid 'B' - Option 3– Provide and Service 30cy Roll-Off Dumpster (Disposal to be Paid by Municipality)**

**YEAR 1 with 4 One-Year Options at the Sole Discretion of the Municipality**

| No.             | Item Description- Payment Items          | Qty | Unit |   | Unit Price |   | Amount |
|-----------------|--|-----|------|---|------------|---|--------|
| Year 1          | Provide & Service 30cy Roll-Off Dumpster | 3   | LS   | @ | \$         | = | \$     |
| Year 2 (option) | Provide & Service 30cy Roll-Off Dumpster | 3   | LS   | @ | \$         | = | \$     |
| Year 3 (option) | Provide & Service 30cy Roll-Off Dumpster | 3   | LS   | @ | \$         | = | \$     |
| Year 4 (option) | Provide & Service 30cy Roll-Off Dumpster | 3   | LS   | @ | \$         | = | \$     |
| Year 5 (option) | Provide & Service 30cy Roll-Off Dumpster | 3   | LS   | @ | \$         | = | \$     |
|                 | Subtotal (Items 1 through 5)             |     |      |   |            | = | \$     |

|   |   |    |
|---|---|----|
| <b>TOTAL OPTION 3 BASE BID 'B' (JULY 1, 2021 - JUNE 30, 2022 WITH 4 ONE-YEAR OPTIONS)</b> | = | \$ |
|---|---|----|

**Base Bid 'C' - Option 1 – Special Circumstances – Solid Waste Collection**

**YEAR 1 (JULY 1, 2021 – JUNE 30, 2022)**

| No. | Item Description- Payment Items                           | Qty | Unit |   | Price per Truck per Day |   | Amount |
|-----|---|-----|------|---|-------------------------|---|--------|
| 1   | Provide Solid Waste Collection for Special Cleanup Drives | 4   | DAYS | @ | \$                      | = | \$     |
|     | Subtotal (Item 1)   |     |      |   |                         | = | \$     |

|   |   |    |
|---|---|----|
| <b>TOTAL OPTION 1 BASE BID 'C' (JULY 1, 2021 - JUNE 30, 2022)</b> | = | \$ |
|---|---|----|

**Base Bid 'C' - Option 2 – Special Circumstances – Solid Waste Collection**

**YEARS 1 - 5 (JULY 1, 2021 – JUNE 30, 2026)**

| No.    | Item Description- Payment Items                           | Qty | Unit |   | Price per Truck per Day |   | Amount |
|--------|---|-----|------|---|-------------------------|---|--------|
| Year 1 | Provide Solid Waste Collection for Special Cleanup Drives | 4   | DAYS | @ | \$                      | = | \$     |
| Year 2 | Provide Solid Waste Collection for Special Cleanup Drives | 4   | DAYS | @ | \$                      | = | \$     |

|                              |   |   |      |   |    |   |    |
|------------------------------|---|---|------|---|----|---|----|
| Year 3                       | Provide Solid Waste Collection for Special Cleanup Drives | 4 | DAYS | @ | \$ | = | \$ |
| Year 4                       | Provide Solid Waste Collection for Special Cleanup Drives | 4 | DAYS | @ | \$ | = | \$ |
| Year 5                       | Provide Solid Waste Collection for Special Cleanup Drives | 4 | DAYS | @ | \$ | = | \$ |
| Subtotal (Items 1 through 5) |   |   |      |   |    | = | \$ |

|   |  |  |  |  |  |   |    |
|---|--|--|--|--|--|---|----|
| <b>TOTAL OPTION 2 BASE BID 'C' (JULY 1, 2021 - JUNE 30, 2026)</b> |  |  |  |  |  | = | \$ |
|---|--|--|--|--|--|---|----|

**Base Bid 'C' - Option 3– Special Circumstances – Solid Waste Collection**

**YEAR 1 WITH 4 ONE-YEAR OPTIONS AT THE SOLE DISCRETION OF THE MUNICIPALITY (JULY 1, 2021 – JUNE 30, 2026)**

| <b>No.</b>                   | <b>Item Description- Payment Items</b>                    | <b>Qty</b> | <b>Unit</b> |   | <b>Price per Truck per Day</b> |   | <b>Amount</b> |
|------------------------------|---|------------|-------------|---|--------------------------------|---|---------------|
| Year 1 (option)              | Provide Solid Waste Collection for Special Cleanup Drives | 4          | DAYS        | @ | \$                             | = | \$            |
| Year 2 (option)              | Provide Solid Waste Collection for Special Cleanup Drives | 4          | DAYS        | @ | \$                             | = | \$            |
| Year 3 (option)              | Provide Solid Waste Collection for Special Cleanup Drives | 4          | DAYS        | @ | \$                             | = | \$            |
| Year 4 (option)              | Provide Solid Waste Collection for Special Cleanup Drives | 4          | DAYS        | @ | \$                             | = | \$            |
| Year 5 (option)              | Provide Solid Waste Collection for Special Cleanup Drives | 4          | DAYS        | @ | \$                             | = | \$            |
| Subtotal (Items 1 through 5) |   |            |             |   |                                | = | \$            |

|   |  |  |  |  |  |   |    |
|---|--|--|--|--|--|---|----|
| <b>TOTAL OPTION 3 BASE BID 'C' (JULY 1, 2021 - JUNE 30, 2022 WITH 4 ONE-YEAR OPTIONS)</b> |  |  |  |  |  | = | \$ |
|---|--|--|--|--|--|---|----|

Note: The Borough will only be charged upon utilization of a solid waste collection for a special cleanup drive(s).

**Notes**

1. The undersigned will contract to do all work and furnish all the materials, equipment, labor, etc. as necessary to carry out the intent of these specifications each and every week as described in Section 5 for the period commencing as identified within the various bid options.
2. For the Borough of Lawnside, the existing solid waste disposal is processed through the County Cooperative agreement noted below. These bid specifications identify an “Add” consideration for solid waste disposal. If the Borough does not award the solid waste disposal “Add” consideration, it will continue to utilize the County Cooperative agreement for solid waste disposal currently with Covanta; 600 Morgan Boulevard, Camden, New Jersey and the Borough will be responsible for all disposal costs.
3. The Borough of Lawnside reserves the right to designate another disposal facility or, if applicable, disposal facilities. Under the terms of this proposed option, Lawnside Borough may direct the successful bidder to any licensed transfer or disposal facility within a 25 mile distance, within State from the Borough’s borders for solid waste disposal. There shall be no additional costs for designating another facility under these terms. The Borough makes no representation

as to the alternate facility (or facilities) and reserves the right to re-direct within stated distance within 30-days' notice.

4. For the Borough of Lawnside, the standard solid waste collection container service per year shall be for collection, transportation and disposal of all solid waste. The containers need not be serviced by a dedicated truck as disposal costs are to be included in the bid price for these entities. The Borough will not be responsible for costs of disposal.
5. Bidders will not be permitted to "front-load" bids. In no case shall a cost for an earlier year be in excess of the following year's bid. Bidders may divide total costs into equal values for each year of the contract.
6. The bid document provides for an "Add" consideration with the contractor having full responsibility of solid waste disposal at a facility as determined by the contractor. If this consideration is awarded, Not #2 shall become null and void.

\_\_\_\_\_  
Bidder's Representative (print)

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip Code

**"ADD" CONSIDERATION**

"Add" for disposal of solid waste materials beginning:

Option 1 – January 1, 2022 – June 30, 2022

Option 2 – January 1, 2022 – June 30, 2026

Option 3 – January 1, 2022 – June 30, 2022 with 4 one-year options at the  
sole discretion of the Borough

\_\_\_\_\_  
I or We of

\_\_\_\_\_  
[Complete Address]

\_\_\_\_\_  
[City, State, Zip Code]

hereby agree to provide complete performance in accordance with the contract and specifications for the prices listed on the "Add" consideration sheets.

**NOTE:**

Bidders are required to sign all "Add" sheets.

Bidders must bid on all or any "Add" considerations.

\_\_\_\_\_  
Signature

Affix seal if a corporation

\_\_\_\_\_  
Title



**“ADD” CONSIDERATION–OPTION NO. 1 (JANUARY 1, 2022 – JUNE 30, 2022)**

**Year 1 (6 months)**

| <u>Item #</u> | <u>Description/Payment Item</u>                    | <u>Quantity</u> | <u>Unit(s)</u> | <u>Unit Price</u> | <u>Amount</u> |
|---------------|--|-----------------|----------------|-------------------|---------------|
| 1             | Contractor to Own/Dispose of Solid Waste Materials | 600             | Ton            | \$                | \$            |

TOTAL OPTION #1 –“ADD” CONSIDERATION (January 1, 2022-June 30, 2022) \$ \_\_\_\_\_

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**“ADD” CONSIDERATION–OPTION NO. 2 (JANUARY 1, 2022 - JUNE 30, 2026)**

**Year 1 (6 months)**

| <u>Item #</u> | <u>Description/Payment Item</u>                    | <u>Quantity</u> | <u>Unit(s)</u> | <u>Unit Price</u> | <u>Amount</u> |
|---------------|--|-----------------|----------------|-------------------|---------------|
| 1             | Contractor to Own/Dispose of Solid Waste Materials | 600             | Ton            | \$                | \$            |

**Year 2**

| <u>Item #</u> | <u>Description/Payment Item</u>                    | <u>Quantity</u> | <u>Unit(s)</u> | <u>Unit Price</u> | <u>Amount</u> |
|---------------|--|-----------------|----------------|-------------------|---------------|
| 1             | Contractor to Own/Dispose of Solid Waste Materials | 1,200           | Ton            | \$                | \$            |

**Year 3**

| <u>Item #</u> | <u>Description/Payment Item</u>                    | <u>Quantity</u> | <u>Unit(s)</u> | <u>Unit Price</u> | <u>Amount</u> |
|---------------|--|-----------------|----------------|-------------------|---------------|
| 1             | Contractor to Own/Dispose of Solid Waste Materials | 3,600           | Ton            | \$                | \$            |

**Year 4**

| <u>Item #</u> | <u>Description/Payment Item</u>                    | <u>Quantity</u> | <u>Unit(s)</u> | <u>Unit Price</u> | <u>Amount</u> |
|---------------|--|-----------------|----------------|-------------------|---------------|
| 1             | Contractor to Own/Dispose of Solid Waste Materials | 4,800           | Ton            | \$                | \$            |

**Year 5**

| <u>Item #</u> | <u>Description/Payment Item</u>                    | <u>Quantity</u> | <u>Unit(s)</u> | <u>Unit Price</u> | <u>Amount</u> |
|---------------|--|-----------------|----------------|-------------------|---------------|
| 1             | Contractor to Own/Dispose of Solid Waste Materials | 6,000           | Ton            | \$                | \$            |

TOTAL OPTION #2 –“ADD” CONSIDERATION (January 1, 2022-June 30, 2026) \$ \_\_\_\_\_

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**“ADD” CONSIDERATION–OPTION NO. 3 (JANUARY 1, 2022 - JUNE 2022 WITH FOUR ONE-YEAR OPTIONS TO BE DETERMINED ANNUALLY AND AT THE SOLE DISCRETION OF THE BOROUGH)**

**Year 1 (6 months)**

| <u>Item #</u> | <u>Description/Payment Item</u>                    | <u>Quantity</u> | <u>Unit(s)</u> | <u>Unit Price</u> | <u>Amount</u> |
|---------------|--|-----------------|----------------|-------------------|---------------|
| 1             | Contractor to Own/Dispose of Solid Waste Materials | 1,200           | Ton            | \$                | \$            |

**Year 2 (Option)**

| <u>Item #</u> | <u>Description/Payment Item</u>                    | <u>Quantity</u> | <u>Unit(s)</u> | <u>Unit Price</u> | <u>Amount</u> |
|---------------|--|-----------------|----------------|-------------------|---------------|
| 1             | Contractor to Own/Dispose of Solid Waste Materials | 2,400           | Ton            | \$                | \$            |

**Year 3 (Option)**

| <u>Item #</u> | <u>Description/Payment Item</u>                    | <u>Quantity</u> | <u>Unit(s)</u> | <u>Unit Price</u> | <u>Amount</u> |
|---------------|--|-----------------|----------------|-------------------|---------------|
| 1             | Contractor to Own/Dispose of Solid Waste Materials | 1,200           | Ton            | \$                | \$            |

**Year 4 (Option)**

| <u>Item #</u> | <u>Description/Payment Item</u>                    | <u>Quantity</u> | <u>Unit(s)</u> | <u>Unit Price</u> | <u>Amount</u> |
|---------------|--|-----------------|----------------|-------------------|---------------|
| 1             | Contractor to Own/Dispose of Solid Waste Materials | 1,200           | Ton            | \$                | \$            |

**Year 5 (Option)**

| <u>Item #</u> | <u>Description/Payment Item</u>                    | <u>Quantity</u> | <u>Unit(s)</u> | <u>Unit Price</u> | <u>Amount</u> |
|---------------|--|-----------------|----------------|-------------------|---------------|
| 1             | Contractor to Own/Dispose of Solid Waste Materials | 1,200           | Ton            | \$                | \$            |

TOTAL OPTION #3 –“ADD” CONSIDERATION (January 1, 2022-June 30, 2022 with four one-year options at the sole discretion of the municipality) \$ \_\_\_\_\_

- If this “Add” consideration is awarded and becomes inclusive to a chosen collection option, all option notes regarding the identified solid waste facility and the right to designate another disposal facility shall become null and void with the exceptions of the provisions set forth in Note #6.
- Bidders will not be permitted to “front-load” bids. In no case shall a cost for an earlier year be in excess of the following year’s bid. Bidders may divide total costs into equal values for each year of each year of the contract.
- This “Add” consideration has been identified as an increased cost to the municipality.

- The municipality reserves the right to consider any or all “Add” considerations but is not required to award these considerations. The municipality reserves the right to award any proposed option within the document and consider any additional services. If this/these additional service(s) is/are considered, the award shall be provided to the lowest responsive/responsible bidder whose combined services (awarded option and any/all “Add” considerations) provide for a total low bid for the service being considered.
- The municipality reserves the right to eliminate the solid waste disposal services following Year 2 (June 30, 2023) of service and re-direct disposal to any facility located within 25 miles, in State, of the border of the municipality. If service is to be eliminated, notice to successful bidder will take place 90 days prior to the termination date. This right is limited to: 1) the municipality securing pricing that is a reduction of costs over the contracted value provided in the above consideration or 2) the County securing a solid waste disposal agreement that represents a more favorable opportunity, for any one, or all municipalities within the County. This opportunity could be in the form of a lesser than, or equal to, per the ton tip fee, or electrical generation technology that provides value in the form of sustainable kilowatt pricing, to any one, or all, municipalities within Camden County.
- The tonnage provided above is estimated and is to be utilized for bid comparisons only. If awarded, the successful contractor will be paid for the actual total of waste which is to be disposed. See Section 5 “Invoice and Payment Procedure”.
- The “Add” Consideration Options shall provide pricing from January 1, 2022 through June 30, 2026. This pricing is being required although at this time, the County has future rights to extend the County Cooperative disposal bid for Option Year #2 (2022) and Option Year #3 (2023). It is our understanding that the County will not be exercising these options, but to date, have not opted out of these options. With the above in mind, the low bid consideration will not consider any years until January 1, 2024 in the bid analysis of the lower bidder. If the County does not extend their Options #2 and #3 as expected, then the Borough will utilize the disposal services of the low contracted bidder.

|                                 |                       |
|---------------------------------|-----------------------|
|                                 |                       |
| Bidder’s Representative (print) | Name of Firm          |
|                                 |                       |
| Signature                       | Address               |
|                                 |                       |
|                                 | City, State, Zip Code |

**6.11      ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA TO BID DOCUMENTS FORM**  
**BID FOR SOLID WASTE COLLECTION FOR BOROUGH OF LAWNSIDE**

**Pursuant to N.J.S.A. 40A:11-23.1(a), the undersigned bidder hereby acknowledges receipt of the following notices, revisions or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit’s record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.**

| Local Unit Reference Number or Title of Addendum/Clarification/Revision | How Received (mail, fax, pick- up, etc.) | Date Received | Bidder’s Initials |
|---|--|---------------|-------------------|
|   |  |               |                   |
|   |  |               |                   |
|   |  |               |                   |
|   |  |               |                   |
|   |  |               |                   |
|   |  |               |                   |

Acknowledged by Bidder:

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

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

## 7. CONTRACT DOCUMENTS

### 7.1 CONTRACT

For the Solid Waste Collection Service in the Municipality of the Borough of Lawnside, County of Camden, State of New Jersey.

This Agreement, made the \_\_\_\_ day of \_\_\_\_ in the year of Our Lord Two Thousand and twenty-one between the Borough of Lawnside, party of the first part, and \_\_\_\_\_ party of the second part.

Witnesseth, that the said party of the second part, for and in consideration of the payments hereinafter specified and agreed to be made by the party of the first part, hereby covenants and agrees to perform all the work and labor required in and about the **Solid Waste Materials Collection Service** in the municipality of the Borough of Lawnside, in strict conformity with the specifications which were duly approved by the Governing Body, which said specifications are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth at length in the body of this Agreement, and will complete the collection and hauling for a period of \_\_\_\_ calendar days. Collection shall be performed \_\_\_\_\_ a week on each \_\_\_\_\_. This Contract is conditional upon receiving a Treasurer's Certification from the municipal treasurer stating that sufficient funds are available for this Contract.

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

Workmen engaged in the performance of this contract work shall be paid not less than the prevailing wage rate for this municipality as determined by the State Commissioner of Labor and Industry and as attached hereto. In the event it is found that any workmen, employed by the contractor or any subcontractor covered by this contract, has been paid a rate of wages less than the prevailing wage required to be paid by this contract, the public body may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

The parties to this contract agree to incorporate into this contract, the mandatory language of subsection 3.4 (a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4 (a) provided that said subsection shall be applied subject to the terms of subsection 3.4 (d) of said regulations.

Bidders are required to comply with the requirements of P.L. 1975, C. 127 (NJAC 17:27).

It is also agreed and understood that the acceptance of the final payment of the contractor shall be considered as a release in full of all claims against the Governing Body out of, or by reason of, the work done and materials furnished under this contract.

Contractor shall comply with P.L. 34:11-56.33 covering Statement by contractor of Amounts Due Workmen.

The party of the first part reserves the right, when determined necessary, to renegotiate the contract due to an increase or decrease occurred as a result of the relocation of the solid waste disposal facility or compliance with an order issued by the Department directing the solid waste to be disposed at a facility other than specified.

P.L. 34:9-2. Resident citizens to be preferred in employment of public works.

In the work for any public work for the state, or any county, city, town, township, or borough, or other municipal corporation or any board, committee, commission or officer thereof, whether the same be trash collection and hauling, construction, or any other form or kind of public work, preference in employment thereon shall be given to citizens of the State of New Jersey who have resided and maintained domiciles within the state for a period of not less than one year immediately prior to such employment. Persons other than citizens of the state may be employed when such citizens are not available.

Every contract for collection and hauling for public works shall provide that if this section is not complied with the Contracts shall be voidable at the instance of the State, County, or Municipality.

All boards, officers, agents or employees having the power to enter into contracts which provide for the expenditure of public money on

public works, shall file in the office of the Commissioner of Labor the names and addresses of all contractors holding contract with the State, or any County, or Municipal corporation, or with any board, committee, commission or officer thereof. Upon the demand of the commissioner, a contractor shall furnish a list of the names and addresses of all his or its subcontractors.

Each contractor performing work for the State, or for any County, or Municipal corporation, or for any board, committee, commission, or officer thereof shall keep a list of his or its employees, stating whether they are native born citizens or naturalized citizens, and in case of naturalization, the date thereof and the name of the court in which granted.

Any person, firm or corporation violating the provisions or this section shall be deemed and adjudged a disorderly person, and upon conviction shall be punishable by a fine of not less than fifty dollars nor more than five hundred dollars, or by imprisonment of not less than thirty days nor more than ninety days, or by both such fine and imprisonment.

In consideration of the premises, the party of the first part hereby agrees to pay to the party of the second part for said work in accordance with the specifications for the authorized work done in the proposal at the respective price bid therefore by the party of the second part, which payment according to the bid will amount to the sum of \$ \_\_\_\_\_, payments to be made in accordance with the provisions of the specifications.

This contract is to be binding upon the party of the first part, its successors or assigns, and upon the party of the second part, \_\_\_\_\_.

In Witness Whereof, the said party of the first part has caused this instrument to be signed by its Mayor, attested by its Clerk, and its corporate seal to be hereunto affixed, pursuant to a resolution of said party of the first part passed for that purpose, and the said party of the second part have/has set his/their hand(s) and seal(s) the day and year first above written.

(Seal)

By: \_\_\_\_\_  
Mayor \_\_\_\_\_ (Date)

Attest:

\_\_\_\_\_  
R.M.C., Clerk

\_\_\_\_\_  
(Date)

Contractor:

(Seal)

By: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
(Date)

\_\_\_\_\_

**7.2. PERFORMANCE BOND**

For the Solid Waste Collection Service in the Municipality of the Borough of Lawnside, County of Camden, State of New Jersey.

Know All Men By These Present, That We, the Undersigned, \_\_\_\_\_, as principal, and, \_\_\_\_\_, a corporation organized and existing under the laws of the State of New Jersey, and duly authorized to do business in the State of New Jersey, as surety, are held and firmly bound unto the Borough of Lawnside in the penal sum of \$ \_\_\_\_\_ which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. two-thousand twenty-one.

The condition of the Above Obligation is Such, That Whereas the above-named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, enter into a contract with the Borough of Lawnside which said contract is made a part of this, the bond, the same as though set forth herein.

Now, if the said contractor shall well and faithfully do and perform the things agreed by the Borough of Lawnside to be done and performed according to the terms of said contract, or any changes or modifications therein made as therein provided an shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations, for labor performed or materials, provisions or other supplies or teams, fuel, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contracts; we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation, having a just claim, as well as for the obligee herein; and shall indemnify and save harmless the party of the first part mentioned in the contract aforesaid, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every kind and description, and from all damages to which the said party of the first part in said contract mentioned, or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from the performance of said work, or through the negligence of the said party of the second part to the said contract, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work, or through any act or omission on the part of the said party of the second part, or his agents, employees, or servants; and shall further indemnify and save harmless the party of the first part mentioned in the contract aforesaid, it officers, agents and servants from all suits and actions of any kind or character whatsoever, which maybe brought or instituted by any subcontractor, materialman or laborer who has performed work or furnished materials in or about the work required to be done pursuant to the said contract or by, or on account of, any claims or amount recovered for any infringement of patent, trademark or copyright; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

**PERFORMANCE BOND**

\*\*\*continued\*\*\*

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the specifications therefore, shall in anywise affect the obligation of said surety on its bond.

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Surety  
\_\_\_\_\_

Signed, Sealed and Delivered  
in the Presence of

\_\_\_\_\_

**7.3. VEHICLE DEDICATION AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } SS: "Solid Waste and Recyclable Materials  
Collection Service in the Borough of  
Lawnside".

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  
[GOVERNING BODY] 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 Lawnside,  
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 Lawnside is not feasible, that the Borough of Lawnside will not be responsible for  
disposal costs for waste generated outside the Borough of Lawnside.

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 Lawnside 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 \_\_\_\_\_, 20\_\_\_\_.



## 7.4. CERTIFICATE OF INSURANCE

The contractor shall not commence work until he has provided proof of insurance in the following minimum amounts:

The contractor shall be required to purchase and maintain during the life of the contract, comprehensive general and contractual liability insurance, comprehensive automobile liability Insurance and workers' compensation insurance with limits of not less than the following:

1. For workers' compensation, unlimited coverage and in accordance with New Jersey statutes for employer's liability;
2. For comprehensive general and contractual liability insurance coverage, the policies to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and complete operations coverage for the term of the contract, bodily injury liability limits of \$1,000,000 each person and property damage liability limits of \$3,000,000 each occurrence; and
3. For comprehensive automobile liability coverage, bodily injury liability limits of \$500,000 each person and \$1,000,000 each occurrence and property damage liability limits of \$1,000,000 each occurrence.

The insurance certificate shall list the governing body as additional insured on the comprehensive general contractual liability, automobile liability and umbrella policies.

Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change or refuse renewal without 30 days prior written notice to the contract administrator. All insurance required shall remain in full force and effect until the final contract payment.

Each insurance policy shall provide that neither the contractor, nor its insurer, shall have any right to subrogation against the governing body. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.

Certificate of insurance shall be delivered to the contract administrator at the time designated by the contracting unit provided, however, that the time so designated shall be after the contract is awarded and prior to the commencement of performance.

***Contractor shall submit a certificate of insurance form as supplied by his insurance company. Certificate of insurance shall include all information noted above and as required by Law.***

**7.5. AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } s.s.: SS: "Solid Waste Collection Service in the  
Borough of Lawnside".

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

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

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

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

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

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

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

**ATTACHMENT #1**

**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 Borough of Lawnside (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. § 12101 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.