

**BOROUGH OF SHIP BOTTOM**

Collection and Disposal of Solid Waste and Recyclable Materials Alternative Contract Options within the  
Borough of Ship Bottom

**BID DOCUMENT CHECKLIST**

<b>Required (X)</b>	<b>Submission Requirements</b>	<b>Initial each required (x) entry submitted</b>
x	Americans with Disabilities Act Notice	
x	Non-Collusion Affidavit	
x	Acknowledgement of Receipt of Addenda (if applicable)	
x	New Jersey Business Registration	
x	Affirmative Action Notice to Contractors	
x	Mandatory Affirmative Action Language acknowledgment	
x	Statement of Corporate Ownership Certification; N.J.S.A. 52:25-24.2	
x	Authorized Business Agent	
x	Disclosure of Investment Activities in Iran	
x	Bid Guaranty; N.J.S.A. 40A:11-21	
x	Consent of Surety	
x	Certificate of Public Convenience	
x	Prevailing Wage acknowledgement	
x	Statement: Qualification and Experience Questionnaire	
x	Certificate of Insurance (upon award)	
x	Performance Bond (upon award)	
x	Vehicle Dedication Affidavit	
x	Agreement Document (upon award)	
x	Affirmative Action Affidavit	
x	Certificate of Bidder showing that bidder owns, leases or controls any necessary equipment	
x	W-9	
x	Surety Disclosure Statement	

**Signature: The undersigned hereby acknowledges the review, execution, and submission the above listed requirements.**

Name of Bidder (company):

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By Authorized Agent/Representative:

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Signature:

Print Name and Title:

Dated: \_\_\_\_\_

Contact phone number:

Email address:

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**BOROUGH OF SHIP BOTTOM  
UNIFORM BID SPECIFICATIONS**

**Solid Waste Collection & Disposal Services  
Within the Borough of Ship Bottom**

**-- OR --**

**Collection & Disposal of Recycling Materials  
Within the Borough of Ship Bottom**

**-- OR --**

**Collection & Disposal Service for  
Recycling Materials & Solid Waste Containers  
Within the Borough of Ship Bottom**

**Invitation to Bid**  
**Bid Document Submission Checklist**

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## **1 INSTRUCTIONS TO BIDDERS**

### **1.1 THE BID**

The Borough is soliciting alternate bid proposals for independent contracts for “Solid Waste Collection & Disposal” and “Collection & Disposal of Recycling Materials” or a unified contract for the “Collection & Disposal Service for Recycling Materials & Solid Waste Containers” for alternate periods of three and five years, to commence on January 01, 2023, and ending on either December 31, 2025, or December 31, 2028, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6, et seq.

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

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than five days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids, be published in the ASBURY PARK PRESS and THE STAR LEDGER.

### **1.3 BID SUBMISSION, OPENING, AND DURATION**

All bid proposals will be publicly opened and read by the purchasing agent at Borough Hall, 1621 Long Beach Blvd, Ship Bottom, New Jersey, on Tuesday, December 20, 2022, at 11:00 A.M. Bids must be delivered by hand or by mail to the Borough Clerk no later than Tuesday, December 20, 2022, at 11:00 A.M. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and 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. Once bid proposals have been opened by the Borough, the pricing shall remain firm and fixed for a minimum period of sixty calendar days and/or an additional time frame that may have been agreed upon by the bidder.

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

The following documents and the documents set forth and required in the Bid Document Checklist shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

1. Certified photocopies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126, et seq.;
2. Questionnaire setting forth experience and qualifications;

3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Borough;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety;
7. Bid Proposal;
8. Business Registration Certificate (BRC);
9. Affirmative Action Affidavit; and
10. Certification regarding investment activities in Iran, in accordance with N.J.S.A. 52:32-58. All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

## **2. DEFINITIONS**

The following definitions, the definitions set forth throughout the specifications, and the definitions set forth in the applicable New Jersey statutes and administrative code shall apply.

"Ashes" means the residue or products of burning of any combustible material or substance whether burned for heating, for disposal of refuse by incineration or otherwise and shall also include soot.

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

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

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

"Borough" means the Borough of Ship Bottom.

"Buildings" means all buildings located in the Borough, except industrial plants and shall furnish "limited garbage collection service" to "stores" as defined herein.

"Building and Demolition Materials" means building and demolition materials are hereby defined as the wastes resulting from new construction or from alterations or changes to existing structures, including such as concrete blocks, broken concrete, mortar and plaster, wire and wood lath, timbers, wood building products, leaders and gutters, siding of all kinds, exclusive of asbestos, roofing of all kinds, and other similar nonputrescible materials.

"Bulk Refuse" means fixtures and furniture, gas ranges, refrigerators, washing machines, hot water heaters, bathtubs, screens, storm windows, lumber and tree branches and limbs tied securely in bundles not more than four feet in length and not weighing more than 50 pounds, and plumbing fixtures, and electrical fixtures, and other refuse of a similar nature and kind. Tires, building and demolition material, stumps, trees, and branches are not included.

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

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

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

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

performance bond.

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

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

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

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

"Curb Line" means the curb where curbing exists or to the edge of pavement if curbing does not exist, or in the absence of pavement, to the traveled way.

"Debris" means lawn and garden debris, including hedge clippings, small bushes, shrubs, small tree branches (not to exceed four containers or bundles for dwelling unit per collection) which must be tied securely in bundles not more than four feet in length, which said bundles are not to weigh more than fifty pounds when placed at the curb for collection and removal. Wallpaper, plaster, building materials (not to exceed three containers or bundles a month from any one dwelling unit), must be properly contained or tied securely in bundles not more than four feet in length, which bundles shall weigh not more than fifty pounds when placed at the curb for collection and removal.

"Designated collected recyclable material" and "recycling material" means the following.

1. Aluminum cans – empty all-aluminum beverage and food containers.
2. Ferrous containers – empty steel or tin food or beverage containers.
3. Glass containers – bottles and jars made of clear, green or brown glass. Expressly excluded are non-container glass, plate glass, blue glass and porcelain and ceramic products.
4. Newspapers – paper of the type commonly referred to as "newsprint" and distributed at fixed intervals, having printed thereon, news and other matters of public interest. Expressly excluded, however, are newspapers which have been soiled. Newspapers shall be deemed soiled if they have been exposed to substances or conditions rendering them unusable for recycling.
5. Carboard – boxes, cartons and containers made of thin, stiff pasteboard made of paper pulp.
6. Such other recyclable materials as may be designated by the County of Ocean.

"Designated collected solid waste" and "solid waste" means solid waste garbage, rubbish, debris, and bulk refuse. 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 Ocean County Solid Waste Management Plan for use by the Borough.

"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.S.A. 40A:11-2.

"Hazardous Waste" means any solid waste or combination of solid waste including toxic, corrosive, irritating, sensitizing, radioactive, biologically infectious, explosive, or flammable solid waste which poses a present

or potential threat to human health, living organisms, or the environment, provided that the solid waste is hazardous in accordance with the standards and procedures set forth in N.J.A.C. 7:26-8.

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed.

"Infectious Waste" means any single-use article, body organ or part, animal carcass or other item requiring disposal, which result from or were in contact with persons or animals suspected or diagnosed as being or having been exposed to contagious disease organisms. These wastes must be handled separately from other refuse to prevent the transmission of communicable disease.

"Legal newspaper" means the Asbury Park Press and the Beach Haven Times.

"Litter" is all refuse as deposited in the litter receptacles.

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

"Route" means the path followed by a given truck or trucks when collecting refuse and recyclables.

"Recycling Coordinator" means the Recycling Coordinator of the Borough, the duly authorized representative of the governing body, who shall be responsible for the implementation of this contract in all respects except where there is any question relating to the authority or actions of the said Recycling Coordinator which shall be finally determined by the governing body.

"Service Area" means the geographic area described below. The service area is the entirety of the Borough.

"Stores" means any place of business in which goods or merchandise are bought or sold, whether or not a service is rendered and shall also include restaurants open to the public, and any other commercial or professional establishments.

"Streets" means all public highways, avenues, lanes, alleys, service roads and places within the limits of the Borough, which are accessible to a standard refuse collection vehicle.

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

"Work" means any and all obligations, duties and responsibilities necessary to the successful completion of the project under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.

### **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 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 alternate and option bids. The Borough may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder; provided, however, the Borough shall not award the contract based on the bid price for separate options.

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

### **3.2 BID GUARANTEES**

A. A bid guarantee in the form of a bid bond, cashier's check or certified check, made payable to the Borough in the amount of 10% of the highest aggregate four years and seven months bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each bid proposal. In the event 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. A bid bond must be issued by a surety authorized to do business in the State of New Jersey and accompanied by (a) appropriate acknowledgments of the respective parties, (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Principal or Surety, (c) a duly certified extract from by-laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued and (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

### **3.3 EXCEPTIONS TO THE BID SPECIFICATIONS**

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these bid specifications or any changes made by the bidder on the proposal forms shall result in the rejection of the bid proposal by the Mayor and Council.

### **3.4 BRAND NAME OR EQUALIVENT 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 Mayor and Council.

### **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, including, but not limited to, provision of the successful bidder's Business Registration Certificate issued by the New Jersey Division of Revenue prior to the time a contract, purchase order, or other contracting document is awarded or authorized in accordance with N.J.S.A. 52:32-44(b).

### **3.6 CONFLICT OF INTEREST AND NON-COLLUSION**



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

A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above-named project;

B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and

C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16, et seq.

### **3.7 NO ASSIGNMENT OF BID**

The bidder may not assign, sell, transfer, or otherwise dispose of the bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

## **4. AWARD OF CONTRACT**

### **4.1 GENERALLY**

A. The Borough shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than sixty days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough's decision, in writing, by certified mail.

B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.

C. The Borough reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event the Borough rejects all bids, the Borough shall publish a notice of re-bid no later than ten days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids.

### **4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT**

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

### **4.3 RESPONSIBLE BIDDER**

The Borough shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-2 and -6.1 and N.J.A.C. 7:26H-6.8. The bid proposal of any bidder that is deemed not to be "responsible" shall be rejected.

### **4.4 PERFORMANCE BOND**

A. For the terms of the contract, the successful bidder shall provide a performance bond issued by a Surety authorized to transact business in the State of New Jersey in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond prior to or concurrent with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Borough with proof of full payment of the premium one-hundred and twenty days prior to the expiration of the current bond.

B. Failure to deliver a performance bond for any year of a multi-year, contract one-hundred and twenty days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the Contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough 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 Mayor and Council's intent to award any contract the Contractor must submit one of the following to the contracting unit:

1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its letter of approval.
2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photocopy of the certificate.
3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.

C. If the Contractor does not submit the affirmative action document within the required time period the Borough may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

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

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the Borough will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal.

#### **4.7 ERRORS IN PRICE CALCULATION**

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the proposal forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all bid proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Borough may not award a contract until all tabulations are complete.

## **5. WORK SPECIFICATIONS AND ALTERNATIVE OPTIONS**

Incorporated herein by reference are 5A, 5B, and 5C, the specific work specifications and scope required by the alternative bid options. Specifically, the Borough is seeking either independent contracts for “solid waste collection and disposal services” (5A) and the “collection and disposal of recycling materials” (5B) or a single contract for the “collection and disposal services for recycling materials and solid waste containers” (5C). In the event there are any conflict between the specifications set forth herein and 5A, 5B, and/or 5C, the terms of the 5A, 5B, and/or 5C shall control, except terms more favorable to the Borough and more inclusive to additional required services required by the Contractor shall control in all circumstances. Except that in the event separate Contractors are awarded the solid waste (5A) and recycling (5B) contracts, in which case the provisions that specifically apply to solid waste collection shall not apply to the collection of recyclable materials and vice versa.

### **5.1. WASTE AND RECYCLABLE COLLECTION**

A. The Contractor shall collect garbage, rubbish, debris, and bulk refuse and recyclable materials on routes and schedules set forth in the specifications and approved by Mayor and Council, so that each street or property will have collection in accordance with the specifications. These areas include all residential properties, all multi-family condominium developments, the Borough boat ramp, recreation area receptacles, curb receptacles on Long Beach Blvd, the 25<sup>th</sup> Street pavilion receptacles, and street end receptacles and litter receptacles, as well as the Public Works Yard, Municipal Building, and 3<sup>rd</sup> Street yard recycling containers and containers/dumpsters for solid waste (the three six-yard containers/dumpsters to be provided by the Contractor without additional cost at Public Works, Municipal Building, and 3<sup>rd</sup> Street yard) – the 3<sup>rd</sup> Street dumpsters will change to 6<sup>th</sup> Street at some point during the term of the contract. During the months of July and August, the Contractor will not be required to collect bulk refuse. The Contractor shall provide limited service to all commercial and professional establishments (limited to six receptacles per establishment). The continuous performance of this service and work without any interruption is essential and a primary requirement of this contract.

B. The Contractor shall use every precaution to prevent any materials from being spilled in or on any premises, including any portion of a building, private property, or public street during collections. Any materials so spilled shall be immediately swept up and the premises, building, and streets left in a clean condition. No ashes, garbage, rubbish, or refuse shall be left by the Contractor in the traveled way or on the sidewalk or curbs or along the route from the place of receptacle placement to collection vehicle. If any garbage, ashes, rubbish, or refuse fall from a vehicle or receptacle, either during collection or transportation, such articles shall be immediately gathered and replaced in the vehicle and the place of collection rendered clean. Failure to do so will be considered a violation of the specifications and the Contractor shall pay the amount of liquidated damages hereinafter specified. The Contractor shall not permanently garage any of its vehicles within the Borough, nor will it maintain any type of garbage transfer station within the Borough.

C. All collections shall contain garbage or recyclable materials generated within the Borough exclusively and the Contractor shall not add any garbage or recyclable material to the Borough collections which are outside of the scope of this Contract.

D. No additional compensation will be made to the Contractor for use of any additional equipment or work necessary to complete the pickup of bulk refuse. All costs for the above services shall be included in the bid proposal for garbage and refuse collection.

E. In the event the disposal of solid wastes generated in the Borough, which are included in the service plan awarded, are unacceptable at the Ocean County Landfill site, the Contractor will dispose of the unacceptable materials at an alternate site.

F. The submission of a bid shall be deemed conclusive evidence that the bidder has made a tour of the entire Borough and shall constitute a waiver by the bidder of all claims of error in bid, withdrawal of bid payment of extras, or combination thereof, under the executed contract or any revision thereof.

G. The Contractor is fully responsible for any public or private property damage that occurs as a result

of the performance of this contract. This includes property damage caused by recycling collection vehicles.

## **5.2 CONTAINERS**

A. All garbage, ashes, refuse, and recyclables shall be collected from receptacles placed by the building occupant(s) at the curb in front of each house or other building within the Borough, in amounts not to exceed six thirty-two-gallon cans and four bulk items per collection. Municipal receptacles may be in amounts not to exceed fifty-five-gallon barrels and drums. Multi-family Condominium Developments may utilize dumpsters.

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

C. Employees of the Contractor shall be instructed to notify residents directly of any cans, barrels, or other receptacles, which are no longer satisfactory containers for the deposit of refuse.

D. The substances being collected shall be transferred from the receptacles at the pickup site to the Contractor's vehicle(s) without unnecessary delay or exposure and without spillage. Every vehicle shall have assigned to it at least one agent or employee of the Contractor who is fluent with the English language.

## **5.3 SOLID WASTE AND RECYLING DISPOSAL**

A. All solid waste and recyclables collected within the Borough shall be disposed of in accordance with the Ocean County Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at the Ocean County Landfill in Manchester, New Jersey. All recyclables will be disposed of at the Ocean County Recycling Facility in Manahawkin, New Jersey.

B. The Borough reserves the right to designate another disposal facility (or, if applicable, disposal facilities) in accordance with the Ocean County Solid Waste Management Plan and/or any waste flow orders or in the event the designated Disposal Facility is unable to accept waste. The Borough will assume all additional costs or benefits that are associated with the Borough exercise of its right to designate another disposal facility. The party seeking an adjustment shall notify, in writing, the other party. A committee comprised of designated members of the governing body and their legal representative shall negotiate with the Contractor and his legal representative, a mutually acceptable adjustment to the contract price. In the event of any dispute, the Contractor shall be obligated to continue performance pursuant to the terms of the contract. The Contractor is advised to familiarize himself with all requirements, rules and regulations of the Ocean County Landfill, Inc., Manchester, New Jersey and the Ocean County Recycling Facility in Manahawkin, New Jersey.

## **5.4 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. For all garbage collections, all collection trucks shall be compaction types, completely enclosed and watertight. Subject to the prior approval of the contract administrator and Code Enforcement Official, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. For all recyclable collections, all collection trucks shall be completely enclosed and watertight. 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. All vehicles shall be suitably painted and shall be kept in a constant state of cleanliness, shall be disinfected once a week, and free of any obnoxious odors or smells. shall be disinfected once a week. The Contractor shall not permit any such vehicle at

any time to become offensive either through odor, appearance, or for any other reason.

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.

E. The Contractor shall submit an itemized equipment with the following information on all vehicles and equipment used in the execution of this contract: model year; make or manufacturer; model & model number, if applicable; state license plate number; OCMUA Solid Waste decal number; New Jersey D.O.T. decal number; cubic size of solid waste capacity; Contractor's vehicle identification. The Contractor shall not substitute vehicles/equipment except in an emergency where designated vehicles and/or equipment is unavailable and/or under repair.

1. The Contractor shall notify the Borough, in writing, providing previously stated information upon the acquisition of new/substitute vehicle/equipment to their fleet. Such notification shall be furnished within two working days upon receipt of the vehicle/equipment, with notation of date vehicle placed in service.

F. The Contractor shall have a sufficient number of trucks at all times during the term of the contract to properly perform the basic collection and disposal service, and, in addition, shall have additional trucks to perform the work in case of repairs, painting, breakdown, and to immediately comply with complaints pertaining to non-collection.

## **5.5 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.

## **5.6 TELEPHONE FACILITIES AND EQUIPMENT**

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

B. Telephone service shall be maintained on all collection days, between the hours of 8:00AM and 4:00PM. The Borough shall list the Contractor's telephone number in the telephone directory along with other listings for the Borough.

## **5.7 FAILURE TO COLLECT**

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

## **5.8 COMPLAINTS**

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives, and orders of the contract administrator and Code Enforcement Official within twenty-four hours of the receipt of same. The Contractor shall be required to create and maintain a log of all complaints received and action taken to remedy the complaints and send via email with the contract administrator or designee all complaints received and the action taken to remedy the complaints at the end of each working day. The Complaint log shall be

available for inspection by the Borough.

B. The Contractor shall have personnel available from 8:00 A.M. to 5:00 P.M., local time, on collection days to receive telephone calls or personal visits from Borough representatives or members of the general public relating to recycling material collecting concerns or difficulties. The Borough will anticipate that all reasonable complaints or concerns shall be handled in a prompt, courteous and efficient manner.

C. If deemed necessary by the Borough, the Contractor shall have a representative available to discuss complaints and concerns at the Borough municipal building.

## **5.9 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.

## **5.10 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 thirty days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough for the preceding calendar month (the "Billing Month").
2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Borough for reimbursement.

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

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

D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the Borough 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. Amount of the invoice;
2. Origin of the waste;
3. Truck license plate number;
4. Total quantity and weight of the waste; and
5. Authorized tipping rate plus all taxes and surcharges.

## **5.11 COMPETENCE OF EMPLOYEES**

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

## **5.12 SUPERVISION OF EMPLOYEES**

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

## **5.13 INSURANCE REQUIREMENTS**

A. 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 and the following. The successful bidder shall provide coverage so that all insurance coverages shall be in effect no later than 12:01 A.M., EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. Unless otherwise required by special conditions of this invitation for bid proposals, if a contract is awarded, the bidder shall be required to purchase and maintain in full force during the life of the contract, covering all employees engaged in the performance of the contract; Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits not less than those set forth below and pursuant to N.J.S.A. 34:15-12(a); N.J.A.C. 12:235-1.6.

1. Worker's Compensation Insurance – statutory coverage, including employer's liability coverage, shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a); N.J.A.C. 12:235-1.6.
2. Commercial General Liability Insurance – general liability limits of \$3,000,000.00 each occurrence and \$3,000,000.00 aggregate products and completed operations.
3. Comprehensive Automotive Liability Insurance – comprehensive automobile liability limits of \$3,000,000.00 each occurrence. The automobile liability insurance shall cover all motor vehicles used in the performance of this contract. Automobile coverage shall include all "owned," "non-owned," and "hired" automobiles used in the performance of this contract.
4. Umbrella & Excess Umbrella Liability Insurance – umbrella & excess umbrella liability insurance in the amount not less than \$3,000,000.00 dollars, giving protection in excess of the commercial general and comprehensive automotive liability insurances.
5. Environmental – environmental impairment or \$1,000,000.00 combined single limit pollution exclusion clause referring back to the general liability insurance.

B. Certificates of the Required Insurance. Upon notification by the Borough, 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. Such certificates shall provide that the Borough be given at least sixty days prior written notice of any cancellation of intention not to renew or material change in such coverage. These certificates shall be provided and on file with the Borough Purchasing Office prior to commencing work in connection with this contract.

C. On all insurance policies, the Borough shall be named as additional insured and insurance certificates furnished to the Borough shall indicate that such is in effect.

D. The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

E. The Contractors insurance shall be considered as primary.

F. Prior to the execution of the contract, the Contractor shall supply the Borough's Purchasing Manager with the appropriate and necessary certificate(s) of insurance for review and approval by Borough personnel.

G. As set forth in greater detail in Paragraph 5.14 (this and Paragraph 5.14 shall be read to provide the most expansive indemnification provisions in favor of the Borough), the Bidder shall indemnify and hold harmless the Borough of Ship Bottom/the owner from all claims, suites or actions and damages or costs of every name and description to which the Borough of Ship Bottom/the owner may be subjected or put by reason of injury to the person or property of another, or the property of the Borough/the owner, resulting from negligent acts or omissions on the part of the Contractor, the Contractor's agents, servants or subcontractors in the delivery of goods or services, or in the performance of the work under the contract.

#### **5.14 INDEMNIFICATION**

The Contractor expressly, knowingly, and, to the fullest extent permitted by law, agrees to and shall release, indemnify, defend, and hold harmless the Borough, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of the Borough, from and against any loss, damages, claims, causes of action, liabilities, obligations, penalties, demands, municipal mechanic's liens filed pursuant to N.J.S.A. 2A:44-125, *et seq.*, and any conduct or action taken by the Borough relating to any such lien, and any and all other costs and expenses, including attorneys' fees and costs, threatened against, suffered, and/or incurred by the Borough, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of the Borough arising out of and/or in any manner relating to the permitted, contracted, and/or licensed activity engaged in by Contractor in and/or relating to the Borough, and the acts, omissions, and/or negligence of the Contractor, its officers, owners, agents, employees, independent Contractors, guests, volunteers, others working on behalf of the Contractor. The Contractor shall be responsible and liable for the payment of any and all of the foregoing attorney's fees and costs to attorneys of Borough's selection for any investigation and review, pre-litigation, litigation, post-judgment litigation, bankruptcy proceedings, and any and all appeals arising out of and/or relating to this Agreement. The existence of any available and/or applicable insurance shall not waive or release Bidder from the Bidder's obligations set forth in this Agreement.

#### **5.15 LIQUIDATED DAMAGES AND PERFORMANCE**

A. It shall be understood that the orderly and proper collection of recycling material as defined in this contract is a matter of vital service and utmost importance to the Borough because of its direct impact, which it has upon the health, and general welfare of the residents and visitors of the Borough. In addition, inasmuch as damages and loss will be difficult or impossible to accurately assess, the Contractor shall pay to the Borough as liquidated damages and not as a penalty, in all cases where the Borough shall elect to accept said liquidated damages in lieu of actual damages, the following sums for the following acts.

<b>Violation Type &amp; General Description</b>	<b>Financial Fines</b>
Failure of truck and crew to operate over and finish a regular collection route on the route's regular and normal collection day.	\$1,000.00 per route
Failure to collect material properly placed out for collection	\$250.00 per location
Repetitive failure to collect after the third failure to collect	\$250.00 per continued failure to collect in addition to the initial violations (\$250.00 for each failure to collect, plus an extract \$250.00 for



	each third failure to collect)
Failure to notify the Borough for non-collection	\$100.00 per incident
Damaging or carrying away receptacles/containers	\$100.00 per incident
Using or maintaining collection vehicles/equipment in an unsanitary, leaking, or unsafe condition	\$500.00 per offense and possible notification to the NJDEP
Failure to clean up any material spilled, dropped, or drained from	\$250.00 per offense plus vehicle and equipment expenses and any cleanup costs
Failing to follow specific job instructions of Borough and at collection centers	\$100.00 per incident
Solicitation and/or receipt of gratuity for any work or service provided	\$500.00 per incident, plus elimination of violating employee from working in Borough
Failure to correctly put containers and receptacles with lids back in a coral	\$50.00 per incident
Failure to put cans with lids back to the curb	\$50.00 per incident

B. If the Contractor fails to collect on a scheduled collection day without first securing permission from the Borough, the prorated cost of one day's collection shall be deducted from the monthly invoice.

C. The Borough representative shall notify the Contractor's appointed supervisor and/or manager of such violations and prescribe the necessary corrective action. The Contractor shall correct all violation(s) within one working day. If the violation remains unabated or unsatisfactorily resolved after one working day, the Borough representative may, at their discretion, make a proper and appropriate deduction from the next payment in accordance with the violation and liquidated damages schedule.

D. 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 other rights of the Borough under other parts of these specifications, including the Borough's right to full performance by the Surety.

E. In the event continued and repeated violations are not corrected by the Contractor after due notice by the Borough, the Borough shall in no way relieve the Contractor of contract obligations specified herein. Liquidated damages shall be deducted from the monthly bill. It is not the intent of the Borough to unreasonably assess damages under this Section. The purpose is to respond to citizens' complaints and resolve disputes over the collection and/or disposal of solid waste and recycling.

F. If the Contracting Unit elects to proceed under this option, nothing herein shall be interpreted as excusing of performance by the Surety under the Performance Bond who must include such a provision in the Performance Bond.

G. The foregoing liquidated damage amounts represents reasonable estimates of the actual costs, economic harm, and damages caused by the Contractor's failure to perform the contractually required services and the Borough's actual cost, economic harm, and damages incurred to correct and remedy such failure of performance by municipal employees and/or third-party Contractors and the additional fees and costs relating to and arising out of the require additional professional services and additional attentions and labor required to be performed by the staff. Contractor further acknowledges and agrees that the actual losses arising from the Contractor's breach are inherently difficult to quantify given the nature of the project, the foregoing agreed-upon sum does not constitute an unenforceable penalty, the foregoing sum is a reasonable measure of damages, the sum is reasonable based upon the industry, and the sum is reasonable given the nature of the losses that may result from delays and breaches.

## **5.16 BREACH OF CONTRACT**

A. In the event the Contracting Unit has to perform the services set forth herein or in the event the work to be done under these specifications and the contract to be entered into shall be abandoned or not carried on, or if at any time the Administrator, Director of Public Works or his/her Designee shall be of the opinion and shall report that the said work is unnecessarily or unreasonably delayed, or that said Contractor has violated any of the conditions or covenants of these specifications, or of said contract; or is not making such collection upon scheduled time, the Contracting Unit shall have the option, right and power to notify the said Contractor to discontinue all work or any part thereof as the Contracting Unit may designate; and that the Contracting Unit shall thereupon have power to hire so much equipment and to place such and so many persons on the work as it may deem advisable to complete the work as herein described, or so much thereof as shall be necessary and to charge the expense of said labor and material and equipment to the Contractor, and the expense so charged shall be deducted and paid by the Contracting Unit out of such monies as may be either due or may at any time thereafter become due to the said Contractor under the contract or any part thereof, and in case the expense is greater than the sum which would have been payable under this contract then the said Contractor shall remit the amount of such excess to the Contracting Unit; the surety bond or bonds herein mentioned shall be security for the said indemnification of the Contracting Unit.

B. If the Contracting Unit determines to proceed under this option, nothing herein shall be interpreted to excuse the obligation of the Surety to perform its obligation under the Performance Bond in the event that the Contracting Unit shall elect to pursue that option. This language shall be included in the Performance Bond issued by the Surety. It is hereby stipulated and agreed that in the event of a labor strike or other emergency the Contractor shall not forfeit his contract by reasons thereof for the duration of such strike or Act of God; provided however, that the cost of performing the work specified in such contract to be done during such period shall be charged to the Contractor as in the case of a default by him.

C. The Contractor hereby agrees that in the event of such default, if the expense of carrying out the contract shall exceed the cost of said work under the contract, the said Contractor will reimburse the Contracting Unit for any expense over the cost of said work under the contract. Contractor agrees that any breach of Contractor specifications shall give the Contracting Unit the right (in addition to its other rights under these specifications) to utilize the rights reserved under this section. A strike contingency plan must be submitted at the time of the bid.

D. Without waiver of the foregoing and cumulative to the Borough's remedies, the following shall also constitute a breach of contract and the remedies relating thereto.

1. Failure to collect on an aggregate of three non-consecutive days within any twelve-month period without valid and acceptable justification shall constitute just cause for termination of the contract and invoking of bonding provision. The Borough shall be the sole judge in determining valid and legitimate reasons for not collecting the scheduled route.
2. Habitual violations of the "Violations & Liquidated Damages" Section of this contract, that go unresolved for more than thirty days after the Borough's representative has notified the Contractor's supervisor and/or manager of such habitual violations shall constitute just cause for termination of the contract and invoking of bonding provisions.

## **5.17 ADDITIONAL GENERAL TERMS & CONDITIONS**

A. If for any reason the Contractor is unable to complete collections on any given day, they must complete the collections on the following day with the prior approval of the Code Enforcement Official or their duly authorized designee.

B. It is not the Contractor's responsibility to collect locations that fail to comply with the Borough Code. However, the Contractor shall notify the Borough Code Enforcement Official within twenty-four hours of discovery as to the location and the nature of the violation.

C. Bidders are advised to carefully examine the specifications and all related documents describing the proposed work in order to be able to exercise their own independent judgment with respect to the circumstances affecting the cost of work and the degree of performance required.

D. It shall be the responsibility of the bidder to inspect the Borough and to conduct any and all necessary research or investigation with respect to current laws and regulations concerning recycling material so that they will be able to exercise their own judgment with respect to all relevant factors and circumstances affecting the cost of service in question and the volume of work needed to be performed.

E. If adverse weather conditions exist which make recycling collection impractical or unsafe, the Contractor shall notify the Code Enforcement Official or their duly authorized designee, so that both parties can decide upon alternative collection plans. The Contractor shall notify the Borough by 10:00 A.M., local time, the day in which the collection service cannot be provided due to unfavorable weather or road conditions.

F. All designated solid waste and recycling material shall be collected from appropriate containers in their designated locations as indicated by this set of specifications.

G. The Contractor shall use all reasonable care, consistent with its rights to manage and control its own operations, not to employ any person(s) or utilize any labor or to possess any equipment or permit any condition to exist which shall or may cause or be conducive to pose any activity to be construed as a public nuisance. The Borough retains the right to require the Contractor to halt all work activities until such conditions are resolved.

H. The Contractor shall immediately give notice to the Borough, to be followed by written progress reports as shall be reasonably necessary, to advise the Borough of any and all impending or existing labor complaints, troubles, difficulties, disputes, or controversies and the progress of these situations which in the Contractor's opinion may interfere with the operation of their business and thus, with the performance of this contract. The Contractor shall use their best efforts to timely resolve any such complaints, troubles, difficulties, disputes, or controversies.

I. Any and all exceptions to these specifications must be clearly noted in writing and in sufficient detail at the time of placing the bid proposal. Exceptions shall be required to be attached to the bid document, clearly identified and labeled as "Exceptions to Specifications," and shall be signed and dated by an authorized and responsible representative of the bidder.

J. The Contractor shall see to it that all employees, agents, and representatives shall conduct themselves in a quiet, decent, professional, business like, and law-abiding manner. They shall be required to apply themselves diligently to the performance of the required work and clean up all spilled recycling material from the sidewalks, curbs, streets, alleys, and any other appropriate location when spilled from collection containers, trucks, or equipment. At all times, they shall refrain from neglect, insolence, or any type of unacceptable or improper conduct and behavior.

K. If actual experience should prove that the Contractor requires and needs additional equipment and/or personnel to satisfy the contract in an acceptable and professional manner, the Contractor shall furnish any

additional equipment and/or personnel at absolutely no increase in total contract cost.

L. The Borough, by its officers, employees, and representatives, shall have the right at all times to examine the supplies, materials, and equipment used by the Contractor, its agents and employees.

M. Damage to private or Borough property as the result of the Contractor's equipment or personnel shall be reported verbally within three hours of the occurrence and then followed up within forty-eight hours in writing to the Code Enforcement Official or their duly authorized designee. The written report shall include details of the incident, and if applicable, shall include an official Borough of Ship Bottom Police Accident Report. Furthermore, it is the responsibility of the Contractor to make arrangements to repair any and all damage caused by their firm in a timely fashion. The Contractor shall restore, repair, or replace damaged items or property to the absolute satisfaction of the Borough.

N. In order to maintain the health, safety, and welfare of the residents of the Borough, as well as the Borough's infrastructure, the Contractor's equipment shall be of appropriate size and design to safely and properly travel the streets of the municipality. In addition, the Contractor shall be required comply with the approved weight limits for bridges into the Borough.

O. The Borough assumes no responsibility and no liability for cost incurred by bidders prior to the issuance of an agreement, contract, or purchase order.

P. In the event it becomes necessary to revise or modify any section or item of this request for bid as a result of questions or comments addressed by bidders, a written response will be forwarded to all those vendors receiving these specifications in the form of an addendum.

Q. The contractor shall notify the Borough immediately of illegal dumping incidents in litter receptacles and/or public building dumpsters.

R. Any and all questions, comments, inquires, concerns, or request for additional information shall be directed to the following Borough representatives:

Code Enforcement Official  
Borough of Ship Bottom  
1621 Long Beach Blvd.  
Ship Bottom, New Jersey 08008  
Telephone #: (609) 494-2171, ext. 131  
Fax #: (609) 494-7534

Kathleen Flanagan, CFO, QPA  
Borough of Ship Bottom  
1621 Long Beach Blvd  
Ship Bottom, New Jersey 08008  
Telephone #: (609) 494-2171, ext. 120  
Fax #: (609) 494-7534

Note: Hours of business for the Borough Code Enforcement Official are Monday through Friday, 6:00 A.M. to 3:00 P.M. local time. The Borough government observes traditional holidays recognized by public entities. Accompanying these specifications is a listing of designated holidays for the Borough for the year. Borough business is not conducted on these specified holidays.

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

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

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

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

**6.1**

**AGREEMENT**

THIS AGREEMENT ("Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the Borough of Ship Bottom, a municipal corporation of the State of New Jersey, having its principal offices located at 1621 Long Beach Blvd, Ship Bottom, New Jersey, hereinafter referred to as "Borough," and \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ hereinafter referred to as "Contractor."

That for and in consideration of the sum of \_\_\_\_\_ DOLLARS (the amount of the lowest responsible bid and awarded bid amount), Contractor agrees to furnish to the Borough services in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this Agreement by the Borough, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, it will provide the services in accordance with the bid documents, contract documents, and applicable law in compliance with this Agreement.

Contractor agrees to receive as full compensation the amount stated herein, namely the amount of the lowest responsible bid and awarded bid amount, for services provided to the Borough. Contractor shall be responsible for all loss or damage arising out of the furnishing of the services aforesaid.

To prevent all disputes and litigation, it is agreed by and between the parties that the Borough shall in all cases determine the quantity and quality of the goods delivered and paid for under this Agreement, and as to the interpretation of the plans and specifications.

The contract documents shall consist of the following: (i) notice to bidders; (ii) bid specifications; (iii) all forms required by and set forth in the bid checklist, required by the Borough, and provided by the bidder; (iii) Contractor's proposal (as accepted); (iv) all applicable New Jersey statutes and Administrative Code regulations; (v) this Agreement; (vi) all addenda; and (vii) the award resolution.

The parties to this Agreement agree to incorporate into this Agreement 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.

The parties to this Contract agree to incorporate into this Contract the mandatory language of section 5.3 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented and the Contractor or Subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

The Contractor shall execute the Affirmative Action Agreement and shall submit Affirmative Action Form AA-201 Initial Project Manning Report and Affirmative Action Form AA-202 Monthly Manning Report prior to any payments being made under this contract.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seal on the day and year first above written.

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
BOROUGH OF SHIP BOTTOM

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
CONTRACTOR

**6.2**

**CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY / A-901 APPROVAL LETTER**  
**SOLID WASTE UTILITY REGULATIONS**

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 AND QUESTIONNAIRE**

STATE OF NEW JERSEY :  
 : SS.: SOLID WASTE AND  
 : RECYCLABLE MATERIAL  
COUNTY OF \_\_\_\_\_ : COLLECTION SERVICE

I, \_\_\_\_\_, am the \_\_\_\_\_  
(name of affiant)

\_\_\_\_\_  
(relationship to bidder: owner, partner, president, or other officer)

of the \_\_\_\_\_ and being duly sworn, I  
(name of bidder)

depose and say as follows.

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

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough of Ship Bottom to award to \_\_\_\_\_ (name of bidder) the contract for solid waste collection and recycling services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that the Borough will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded to the contract.

4. I also understand and agree that the Borough 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, 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 with any information necessary to verify the answers given.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this

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

\_\_\_\_\_

Notary Public of

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

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

## QUESTIONNAIRE

This questionnaire must be filled out and submitted with as part of the Bid Proposal for solid waste collection and disposal for the Borough of Ship Bottom. 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 Borough of Ship Bottom under its current or any past name in the past five years? If the answer is "Yes," state when, where and why. A complete explanation is required.
  
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Borough of Ship Bottom in the past five years?

If the answer is "Yes," state when, where and why. A complete explanation is required.

5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.

6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
  - (a) Name of contracting unit;
  - (b) Approximate population of contracting unit;
  - (c) Term of contract from to;
  - (d) How were materials collected?
  - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
  - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years



of service, present condition and the type and size of the truck bodies.

8. Where can this equipment described above be inspected?

9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.

10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.

11. If the equipment to be leased or purchased is not located at the address(es) 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, and the financial statement or balance sheet of the bidder, certified by a certified public accountant.

14. Additional remarks.

6.4

**ATTACHED BID GUARANTY**  
(TO BE SUPPLIED BY BIDDER)

## **6.5**

### **STATEMENT OF OWNERSHIP**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)

### **DISCLOSURE CERTIFICATION**

#### **This Statement Shall Be Included with Bid Submission**

No corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship shall be awarded a contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted a statement setting forth the names and addresses of all stockholders who own ten (10) percent or more of the stock of any class, or of all individual partners who own a ten (10) percent or greater interest therein. If one or more such stockholder is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid whether or not a stockholder or partner owns less than 10% of the business submitting the bid.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation, or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed, and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

Continued next page...

**ATTACH STOCKHOLDER STATEMENT OF OWNERSHIP**

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:**

\_\_\_\_\_

**Organization Address:**

\_\_\_\_\_

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

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

**Part II**

\_\_\_\_\_ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

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

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

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

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

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10**

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

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

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

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

**Part IV Certification**

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

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

**6.6**

**CERTIFICATION**  
**Authorized Business Agent**

**AUTHORITY TO SUBMIT BID ON BEHALF OF THE BUSINESS ORGANIZATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
(name) (title)

of the Corporation, Limited Liability Corporation, Partnership, or Sole Proprietorship and named as Principal in the within

bid; and I certify that \_\_\_\_\_, who signed the bid on behalf of the  
(name)

Principal was then the \_\_\_\_\_ of said corporation, that I  
(title)

know his or her signature and his/ her signature thereto is genuine; and that said bid was duly signed, sealed, and attested to for and on behalf of said Business Organization by authority of the Owner(s) / Managing Member(s).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Corporate Seal

Name: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Printed

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

Business Organization Name:  
\_\_\_\_\_

**6.7**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY :  
COUNTY OF \_\_\_\_\_ : SS:

I, (Name) \_\_\_\_\_, of the municipality of \_\_\_\_\_  
in the county of \_\_\_\_\_ in the State of \_\_\_\_\_, of full age, being  
duly sworn according to law on my oath depose and say I am (Title) \_\_\_\_\_ of the  
firm of (Name of Firm) \_\_\_\_\_, the bidder making the Proposal for the  
above-named project, and that I exercise the said Proposal with full authority so to do; that said bidder has not,  
directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in  
restraint of free, competitive bidding in connection with the above named project, and that all statements  
contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the  
Borough of Ship Bottom relies upon the truth of the statements contained in said Proposal and in the statements  
contained in this affidavit 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 \_\_\_\_\_  
\_\_\_\_\_ (Name of Contractor) (N.J.S.A. 52:34-15).

Name: \_\_\_\_\_ Title \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Printed

**Notary**

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2012

Notary: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**6.8**

**CONSENT OF SURETY**

A performance bond will be required the successful Contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety 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 amount of the  
(Owner)

Awarded contract in the event that said Contractor is awarded a contract for the above project.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

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

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



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Project: \_\_\_\_\_ Proposer/Bidder

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity’s parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, she/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to: imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

\_\_\_\_\_ **is not** providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran.

**And**

\_\_\_\_\_ **is not** a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it, or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the New Jersey Turnpike authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

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

**You must provide a detailed, accurate and precise description of the activities of the proposer/bidder, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below.**

Name: \_\_\_\_\_ Relationship to Proposer: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Proposer Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

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

Full Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

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

**6.10**

**PERFORMANCE BOND**

“Know all men by these presents, that we, the undersigned as principal and as sureties, are hereby held and firmly bound unto in the penal sum of dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

“Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

“The condition of the above obligation is such that whereas, the above-named principal did on the \_\_\_\_\_ day of \_\_\_\_\_ 2022 enter into a contract with, which said contract is made a part of this the bond the same as though set forth herein;

“Now, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A::44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carryforward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as for the oblige herein; 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. “The said surety hereby stipulates and agrees that no modification, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.”

Recovery of any claimant under the bond shall be subject to the condition and provisions of this article to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

ATTEST: CONTRACTOR

\_\_\_\_\_  
Witness Principal

\_\_\_\_\_  
Witness Surety

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive any notice of any such change, extension of time, alteration or addition to the terms of the contract of to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that if the OWNER and the PRINCIPAL agree to arbitration, then the SURETY shall

become a party thereto and be bound by the results of the arbitration.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_  
(number)

counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

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

(SEAL)

\_\_\_\_\_  
(Witness as to Principal) (Address)

**6.11**

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

\_\_\_\_\_, surety(ies) on the attached bond, hereby certify(ies) the following:

1. The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

2. The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2022 (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

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

3. (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

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

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

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

4. The amount of the bond to which this statement and certification is attached is \$\_\_\_\_\_.

5. If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

(b)

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

\_\_\_\_\_ ; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATION

(to be completed by an authorized certifying agent for each surety on the bond)

I, \_\_\_\_\_, as \_\_\_\_\_,  
(name of agent) (title of agent)

for \_\_\_\_\_, a corporation/mutual insurance  
(name of surety)

company/other (indicating type of business organization (circle one) domiciled in  
\_\_\_\_\_, (state of domicile)

DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

\_\_\_\_\_  
(signature of certifying agent)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(title of certifying agent)



**6.13**

**CERTIFICATE OF INSURANCE**

Form to be provided by insurance carrier, in accordance with the requirements of these specifications, subject to approval as to form by the Borough Attorney.



## 6.14

### **AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability**

The Contractor and the Borough of Ship Bottom ("owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

**6.15**

**NOTICE**

**TO ALL PUBLIC WORKS EMPLOYERS**

Pursuant to N.J.S.A. 34:11-56.25, et seq., Contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. Please be advised that the Act requires that all public works employers shall submit a certified payroll record to the public body, or lessor, that contracted for the public work project, each payroll period within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection, during normal business hours, the certified payroll records. In the event it is found that any worker, employed by the Contractor or any Subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner 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 prosecute the work to completion. A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards, Public Contracts Section, CN 389, Trenton, NJ 08625-0389, telephone 609-292-2259.

The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The Contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60- 6.1(c). It is the Contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr\\_construction.htm](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.htm)

**6.16**

**ACKNOWLEDGMENT OF RECEIPT OF NOTICES, REVISIONS, OR ADDENDA**

Pursuant to Local Public Contracts Law 40A:11-23 the Contractor/bidder shall acknowledge by signature the following:

ADDENDUM #1 dated \_\_\_\_\_

ADDENDUM#2 dated \_\_\_\_\_

ADDENDUM #3 dated \_\_\_\_\_

Bidder's Signature \_\_\_\_\_

Bidder's Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

**6.17**

**AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY :

SS.

COUNTY OF :

SOLID WASTE AND RECYCLABLE MATERIAL  
COLLECTION SERVICES

I, \_\_\_\_\_, of the municipality of \_\_\_\_\_, in the State of  
(name of affiant)

\_\_\_\_\_, being of full age and duly sworn according to law, on my oath, depose and say  
that:

I am employed by the firm of \_\_\_\_\_, the bidder submitting the bid proposal for the  
(name of bidder)

above-named project, in the capacity of \_\_\_\_\_, and I have executed the bid proposal with the  
(title of affiant)

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**

**AFFIRMATIVE ACTION AFFIDAVIT**

PROCUREMENT AND SERVICE CONTRACT - MANDATORY LANGUAGE

During the performance of a contract, the Contractor agrees as follows:

- A. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, marital status or sex. 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; 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 Equal Employment Opportunity Officer setting forth provisions of this nondiscrimination clause.
- B. The Contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.
- C. The Contractor or subcontractor, where applicable, will send to each labor union or representative of 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 action and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- F. The Contractor or Subcontractor agrees to inform in writing appropriate recruitment agencies, including employment agencies, placement bureaus, colleges, universities, and labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. 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.
- H. The Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the

applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

- I. The Contractor or its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Provisions D, E, F, G or H not required for subcontractors with four (4) or fewer employees or a Contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

Company \_\_\_\_\_ Title \_\_\_\_\_

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

**6.18**

**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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Except with respect to affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information or liability for military service, 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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law.

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 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 to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil

union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor agrees as may be applicable 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 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, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, 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 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/AA 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/AA for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company: \_\_\_\_\_

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



**ATTACH NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

**CERTIFICATE BUSINESS REGISTRATION**

(P.L. 2004, c.57)

(N.J.S.A. 52:32-44)

**PROOF OF BUSINESS REGISTRATION**

All business organizations that do business (i.e., compete for or enter into a contract) with a State, County or Local Contracting Agency are required to be registered with the State and provide proof of their registration to the contracting agency. Proof of valid business registration shall be in the form of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. Information on how a business can obtain a certificate is located on the Internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by telephone at 609-292-1730. The purpose of the registration is to ensure that all businesses and their subsidiaries receiving government contracts pay appropriate sales, use, and other taxes. A Contractor and its subcontractor(s) must collect and remit to the Division of Taxation the use tax pursuant to the Sales & Use Tax Act on all sales of tangible personal property delivered into this State. Notice of these requirements must be provided in bid specifications, requests for proposals and any other documents notifying potential Contractors of procurement opportunities.

Business registration is required for any contract in excess of \$6,000 (15% of \$40,000) for municipalities with Qualified Purchasing Agents.

A contracting agency shall not enter into a contract with a business organization unless it has received proof of the business registration at the time of the bid or the proposal submission, in response to a request for bids or proposals. For all other transactions, the proof of business registration must be received prior to the issuance of a purchase order or other contracting document.

All public Contractors submitting bids for public work must submit a copy of their proof of business registration with their bids. Bidders must also obtain and submit proof of registration from those subcontractors at all levels (tiers) if the specifications require the Subcontractor to be listed or named in the bidder's submission. Proof of valid business registration must be provided by the bidders and their named subcontractors at all levels (tiers) at the time the bid or proposal is officially received and opened by the contracting agency if required by the specifications. Failure to submit proof of registration is considered a mandatory rejection of bids and is non-waivable by the contracting agency.

The Contractor shall provide written notice to its Subcontractor and suppliers of the responsibility to submit proof of business registration to the Contractor. The requirement of proof extends down through all levels (tiers) of the project. After the award of a project, the Contractor has the obligation to obtain proof of registration from each Subcontractor or a supplier on the project (in addition to those listed or named in the bid submission) and file proof of their business registration with the contracting agency prior to receiving final payment.

If there are no subcontractors on a project, the Contractor must certify to that effect.

A Contractor, Subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

-----Attach Certificate-----

**6.20**

**BID PROPOSAL**

**Proposal for Garbage and Recyclable Collection beginning January 1, 2023.**

[Name of the Contracting Unit]:

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

\_\_\_\_\_, hereby agree to provide complete  
(complete address)

hereby agree to provide complete listed on the Proposal Sheets.

COMPANY SUBMITTING BID \_\_\_\_\_

NAME OF PERSON SUBMITTING BID \_\_\_\_\_

SIGNATURE OF PERSON SUBMITTING BID \_\_\_\_\_

TITLE OF PERSON SUBMITTING BID \_\_\_\_\_

DATE \_\_\_\_\_

Note:

**Bidders are required to sign all Option/Alternate Proposal sheets submitted.**

**6.21**

**PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE**

**Borough of Ship Bottom  
Department of Finance  
Purchasing Division  
Ocean County  
Ship Bottom, NJ**

**5A**

**Municipal Solid Waste Collection & Disposal Services**

**Bid Proposal Form**

**Borough Purchasing Agent  
Borough of Ship Bottom  
C/o The Borough Clerk's Office  
Borough Hall  
1621 Long Beach Blvd.  
Ship Bottom, NJ 08008**

In accordance with your notice to bidders, the bid proposal, general instructions, stated terms, conditions and specifications, we wish to quote the following for the indicated service:

**Description of Service**

**Base Bid Items - Boroughwide Collection & Disposal of Recycled Material – Single Steam Collection**

<b>Item</b>	<b>Description/Length of Contractual Service</b>	<b>Annual Cost</b>
<b>5A-1</b>	<b><u>Five (05) Year Contract</u></b> Boroughwide Collection & Disposal of Municipal Solid Waste Start Date: January 1, 2023 Completion Date: December 31, 2027	
	Submit Bid for Year One <b>(January 1, 2023 – December 31, 2023)</b>	\$ _____
	Submit Bid for Year Two <b>(January 1, 2024 – December 31, 2024)</b>	\$ _____
	Submit Bid for Year Three <b>(January 1, 2025 – December 31, 2025)</b>	\$ _____
	Submit Bid for Year Four <b>(January 1, 2026 – December 31, 2026)</b>	\$ _____
	Submit Bid for Year Five <b>(January 1, 2027 – December 31, 2027)</b>	\$ _____
<b>5A-2</b>	<b><u>Three (03) Year Contract</u></b> Boroughwide Collection & Disposal of Municipal Solid Waste with the use traditional recycling containers.	

Start Date: January 1, 2023  
Completion Date: December 31, 2025

Submit Bid for Year One  
**(January 1, 2023 – December 31, 2023)**

\$ \_\_\_\_\_

Submit Bid for Year Two  
**(January 1, 2024 – December 31, 2024)**

\$ \_\_\_\_\_

Submit Bid for Year Three  
**(January 1, 2025 – December 31, 2025)**

\$ \_\_\_\_\_

\_\_\_\_\_  
(Name of the Individual Preparing Proposal)

\_\_\_\_\_  
(Signature of the Individual)

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

**Borough of Ship Bottom  
Department of Administration  
Purchasing Division  
Ocean County  
Ship Bottom, NJ**

**5B**

**Collection & Disposal of Recycling Materials**

**Bid Proposal Form**

**Borough Purchasing Agent  
Borough of Ship Bottom  
C/o The Borough Clerk's Office  
Borough Hall  
1621 Long Beach Blvd.  
Ship Bottom, NJ 08008**

In accordance with your notice to bidders, the bid proposal, general instructions, stated terms, conditions and specifications, we wish to quote the following for the indicated service:

**Description of Service**

**Base Bid Items - Boroughwide Collection & Disposal of Recycled Material – Single Stream Collection**

<b>Item</b>	<b>Description/Length of Contractual Service</b>	<b>Annual Cost</b>
<b>5B-1</b>	<b><u>Five (05) Year Contract</u></b> Boroughwide Collection & Disposal of Single Stream Recycled Materials with the use traditional recycling containers. Start Date: January 1, 2023 Completion Date: December 31, 2027	
	Submit Bid for Year One <b>(January 1, 2023 – December 31, 2023)</b>	\$ _____
	Submit Bid for Year Two <b>(January 1, 2024 – December 31, 2024)</b>	\$ _____
	Submit Bid for Year Three <b>(January 1, 2025 – December 31, 2025)</b>	\$ _____
	Submit Bid for Year Four <b>(January 1, 2026 – December 31, 2026)</b>	\$ _____
	Submit Bid for Year Five <b>(January 1, 2027 – December 31, 2027)</b>	\$ _____
<b>5B-2</b>	<b><u>Three (03) Year Contract</u></b> Boroughwide Collection & Disposal of Single Stream Recycled Materials with the use traditional recycling containers. Start Date: January 1, 2023	

Completion Date: December 31, 2025

Submit Bid for Year One  
**(January 1, 2023 – December 31, 2023)**

\$ \_\_\_\_\_

Submit Bid for Year Two  
**(January 1, 2024 – December 31, 2024)**

\$ \_\_\_\_\_

Submit Bid for Year Three  
**(January 1, 2025 – December 31, 2025)**

\$ \_\_\_\_\_

\_\_\_\_\_  
(Name of the Individual Preparing Proposal)

\_\_\_\_\_  
(Signature of the Individual)

**PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE**

**Borough of Ship Bottom  
Department of Finance  
Purchasing Division  
Ocean County  
Ship Bottom, NJ**

**5C (5A & 5B)**

**Municipal Solid Waste Collection and Recycling Collection and Disposal Services**

**[Bid Proposal Form](#)**

**Borough Purchasing Agent  
Borough of Ship Bottom  
C/o The Borough Clerk's Office  
Borough Hall  
1621 Long Beach Blvd.  
Ship Bottom, NJ 08008**

In accordance with your notice to bidders, the bid proposal, general instructions, stated terms, conditions and specifications, we wish to quote the following for the indicated service:

**Description of Service**

**[Base Bid Items - Boroughwide Collection & Disposal of Recycled Material – Single Steam Collection](#)**

<b>Item</b>	<b>Description/Length of Contractual Service</b>	<b>Annual Cost</b>
<b>5C-1</b>	<b><u>Five (05) Year Contract</u> Boroughwide Collection &amp; Disposal of Municipal Solid Waste and Recycling Start Date: January 1, 2023 Completion Date: December 31, 2027</b>	
	Submit Bid for Year One <b>(January 1, 2023 – December 31, 2023)</b>	\$ _____
	Submit Bid for Year Two <b>(January 1, 2024 – December 31, 2024)</b>	\$ _____
	Submit Bid for Year Three <b>(January 1, 2025 – December 31, 2025)</b>	\$ _____
	Submit Bid for Year Four <b>(January 1, 2026 – December 31, 2026)</b>	\$ _____
	Submit Bid for Year Five <b>(January 1, 2027 – December 31, 2027)</b>	\$ _____
<b>5C-2</b>	<b><u>Three (03) Year Contract</u> Boroughwide Collection &amp; Disposal of Municipal Solid Waste and Recycling</b>	

with the use traditional recycling containers.

Start Date: January 1, 2023

Completion Date: December 31, 2025

Submit Bid for Year One

**(January 1, 2023 – December 31, 2023)**

\$ \_\_\_\_\_

Submit Bid for Year Two

**(January 1, 2024 – December 31, 2024)**

\$ \_\_\_\_\_

Submit Bid for Year Three

**(January 1, 2025 – December 31, 2025)**

\$ \_\_\_\_\_

\_\_\_\_\_  
(Name of the Individual Preparing Proposal)

\_\_\_\_\_  
(Signature of the Individual)