

BID SPECIFICATIONS

COLLECTION AND DISPOSAL SERVICES

MUNICIPAL SOLID WASTE



TOWNSHIP OF TABERNACLE BURLINGTON COUNTY, NEW JERSEY

BID DATE

TOWNSHIP OF TABERNACLE

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LEGAL NOTICE TO BIDDERS

Sealed Bids will be received by the Township Clerk of the Township of Tabernacle, County of Burlington, New Jersey 08088, on **October 15, 2020** at 11:00 A.M. prevailing time and opened and read in public at the Tabernacle Town Hall, located at 163 Carranza Road, Tabernacle, New Jersey 08088 for the following:

COLLECTION AND DISPOSAL OF MUNICIPAL TRASH AND GARBAGE

Copies of Specifications, Instructions to Bidders and Proposal forms are on file and may be obtained from the Municipal Clerk, La Shawn R. Barber, at Town Hall, 163 Carranza Road, Tabernacle, New Jersey, 08088, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, or by email: Lastwpcclerk@townshipoftabernacle-nj.gov.

Bidders must use the prepared Proposal Form. Each proposal must be enclosed in a sealed envelope addressed to the Township Clerk, Township of Tabernacle, marked on the outside with the name and address of the bidder and the name of the contract being bid, and delivered on or before the hour set forth above. The Township will not assume responsibility for bids forwarded through the mail if lost in transit at any time before bid opening. **NO BIDS WILL BE ACCEPTED AFTER THE BID OPENING HAS COMMENCED.**

The Township of Tabernacle reserves the right to award the contract to the lowest responsible bidder.

Bids must be accompanied by a bid guarantee in the form of a certified check, bid bond or cashier's check in the amount of ten percent (10%) of the total amount bid, but not in excess of \$20,000.00 made payable to the Township of Tabernacle, together with a "Consent of Surety" from a surety company authorized to do business in New Jersey in a form satisfactory to the Township, stating that it will provide the contractor with a bond in an amount equal to one hundred percent (100%) of the total contract price bid. All guarantees of unsuccessful bidders will be returned upon award of contract to the successful bidder.

Bidding information contained in this Proposal should be clear and not subject to qualifications, deletions, erasures, or other marking that create any doubt as to its meaning. Bidders should make sure that Bid Proposal is signed by a duly authorized person on behalf of the bidder and that the Proposal is responsive. Bidders can determine the responsiveness of their Proposal by reading "information for Bidders." **INSTRUCTIONS MUST BE FOLLOWED EXACTLY OR THE BID MAY BE DECLARED NON-RESPONSIVE.**

The Township Committee reserves the right to reject any and all bids or to accept such bids as it may deem to be in the best interests of the Township of Tabernacle, and reserves the right to waive any informality in the bids received, and the right to consider the bids for sixty (60) days after their receipt.

Bidders are required to comply with the requirements of P.L. 2004, c. 57, which pertains to the **New Jersey Business Registration Requirements.**

Bidders are required to comply with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and any amendments thereto, regarding Affirmative Action. The successful bidder, upon notification of the Township's intent to award a contract to said bidder, must supply the Township with one of the following Affirmative Action documents:

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1. A photocopy of the bidder's current Federal Affirmative Action Plan Approval Letter; or
2. A photocopy of the bidder's current Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:27-1.1 et seq.; or
3. The Township's copy of the bidder's completed Initial Employee Report, Form AA-302, as submitted to the Division of Contract Compliance and EEO in Public Contracts.

The bidder's Affirmative Action documentation must be supplied to the Township within ten (10) days of the bidder's notification of the Township's intent to award. If the bidder fails to supply the Township with the necessary Affirmative Action documentation, the Township may declare the bidder non-responsive and award the contract to the next lowest bidder.

Simultaneous with the submission of bids, the corporation, partnership or LLC so bidding shall furnish a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of the stock in any class, or of individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, or sole proprietorship, the stockholders holding ten percent (10%) or more of the corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. Bids will be rejected if they do not contain this disclosure statement.

Bidders are required to be registered by the New Jersey Department of Treasury; Division of Revenue at the time bids will be received by the Project Owner pursuant to the Business Registration Act (P.L. 2004, c. 57, N.J.S.A. 5232-44).

By order of the Township Committee of the Township of Tabernacle, Burlington County

Douglas A. Cramer, CPWM
Township Administrator

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1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Township of Tabernacle is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a period of one (1) year, to commence on January 1, 2021 and ending on December 31, 2021; (2) a period of three (3) years, to commence on January 1, 2021 and ending on December 31, 2023; and (3) a period of five (5) years to commence on January 1, 2021 and ending on December 31, 2025, in accordance with the terms of these Bid Specifications and as amended N.J.A.C. 7:26H-6 Appendix A via a Notice of Administrative Change and Correction in accordance with N.J.A.C. 1:30-2.7(a). Bidders must bid on all contract durations.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than (7) seven days, (Saturdays, Sundays and holidays excepted), before the date for acceptance of bids, be published in the Burlington County Times and the Star Ledger which circulates in the Township of Tabernacle.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Township Administrator at Tabernacle Town Hall, located at 163 Carranza Road, Tabernacle, New Jersey 08088 on **October 15, 2020 at 11:00 a.m.** Bids must be delivered by hand or by mail to the Municipal Clerk no later than **11:00 a.m. on October 15, 2020**. 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.

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1.4 DOCUMENTS TO BE SUBMITTED

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

1. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126 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 Tabernacle Township;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety; and
7. Bid Proposal.
8. 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

All definitions as set forth in the amended N.J.A.C 7:26H-6 Appendix A as published April 6, 2020 are incorporated herein as though fully set forth apply except those which have been modified herein.

"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.

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

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

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

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

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

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

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

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

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

"Disposal facility" means those sites designated in the County of Burlington Solid Waste Management Plan or as modified in accordance with the New Jersey Solid Waste Management Waste Act and applicable regulations for use by the Township of Tabernacle.

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**BURLINGTON COUNTY LANDFILL
21939 COLUMBUS ROAD
MANSFIELD, NEW JERSEY 08022**

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

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

- **New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.**

"Legal newspaper" means the Burlington County Times, The Courier Post, and the Central Record.

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

"Service Area" means the geographic area described below. The service area(s) is (are) as follows:

The Corporate limits of the Township of Tabernacle, which includes 8 Tabernacle residences on Speedwell Road and (1) one Tabernacle residence and (1) one Deer Club on Eagle Road (As depicted on attached Township Road Map.) (2) residence on White Horse - Speedwell Road.

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

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

- A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:27H-6.5 and amended N.J.A.C 7:26H-6 Appendix A as published April 6, 2020.

No bidder shall submit the requested information on any form other than those provided in these bid specifications.

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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 Township of Tabernacle in the advertisement for bids.

C. Each bidder shall sign, where applicable, all bid submissions as follows:

1. For a corporation or limited liability company, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively;

or

3. A duly authorized representative if:

a. The authorization is made in writing by a person described in sections 1 and 2 above; and

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

D. The bid proposal contains option bids. The Township of Tabernacle 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 Township of Tabernacle 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. and amended N.J.A.C 7:26H-6 Appendix A as published April 6, 2020, 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 Township of Tabernacle in the amount of 10% of the highest aggregate five (5) year bids submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the

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time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Township of Tabernacle.

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 Township of Tabernacle.

3.4. BRAND NAME OR EQUIVALENT

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 Township of Tabernacle.

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;

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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. and as amended N.J.A.C 7:26H-6 Appendix A as published April 6, 2020.

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

4. AWARD OF CONTRACT

4.1. GENERALLY

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

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C. The Township of Tabernacle reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Township of Tabernacle rejects all bids, the Township of Tabernacle 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 (14) fourteen calendar days of the award of the contract, the Township of Tabernacle 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 Township of Tabernacle to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Township of Tabernacle shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1, N.J.A.C. 7:26H-6.8 and as amended N.J.A.C 7:26H-6 Appendix A as published April 6, 2020. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4. PERFORMANCE BOND

A. For a (1) one-year contract, the successful bidder shall provide a one-year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond shall be **delivered to the Municipal Clerk, at Tabernacle Township Town Hall, 163 Carranza Road, Tabernacle, New Jersey 08088 within (14) fourteen days after notification of the award.**

B. Failure to provide the required one-year performance bond at the time and place specified by the Township of Tabernacle shall be cause for assessment of damages as a result thereof in accordance with

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Section D below. In the event that the successful bidder fails to provide said performance bond, the Township of Tabernacle may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.

C. For a five (5) contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond for the first year of the contract upon the execution of the contract to the Township Clerk, Tabernacle Township, Town Hall, 163 Carranza Road, Tabernacle, New Jersey 08088. The performance bond for each succeeding year shall be delivered to the Township of Tabernacle with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Township Committee 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 Tabernacle Township 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 Township of Tabernacle 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.

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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 Township of Tabernacle 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 Township of Tabernacle 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 Township of Tabernacle 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 Township of Tabernacle may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

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5.1.

The Contractor shall provide service for each Option awarded by the Township of Tabernacle. The Township of Tabernacle shall select one collection Option for the contract period of one (1), three (3) or five (5) years in accordance with any of the option proposals submitted.

5.2.

The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Township of Tabernacle as described below:

5.3.

COLLECTION OPTIONS

OPTION #1 [DESCRIPTION]

The following materials shall be collected **one day a week with Tuesday, Wednesday and Thursday** as the Collection Days except as noted. The Contractor may request the collection day be changed with approval by the Township of Tabernacle.

- A. Residential/household Trash (ID#10)- Includes the collection and removal of all trash and garbage once a week placed at the curb in front of each residence in the Township; and from the Township Municipal Building and each of the two Township Schools twice a week: Tuesday and Thursday. However, the Contractor may request the collection days be changed with approval by the Township of Tabernacle.

- B. Collection of solid waste for the Tabernacle Fire Company #1 Building, Community Center Building and Emergency Services Building shall be collected weekly.

- C. The Contractor shall provide to the Township Public Works Department one (1) dumpster for Municipal Waste, two (2) dumpsters for the Tabernacle Elementary School for Institutional Waste, one (1) dumpster for the Tabernacle Fire Company #1 for Municipal Waste and one (1) dumpster for the Community Center Building for Municipal Waste and One (1) dumpster at the Emergency Service Building. The Olson Middle School presently owns two (2) dumpsters for Institutional Waste, which must be maintained by the Contractor and replaced when necessary with dumpsters provided by the Contractor.

- D. The Municipal dumpster and the four (4) local school dumpsters shall be emptied twice a week.

- E. One (1) bulk item per week or 5 rolls of carpet at 4 ft. lengths or lumber bundled, (1) bundle cut to 4 ft. length and no more than 50lbs from homeowners only, not private Contractors.

- F. No collection of recyclables; such as metal, clean cardboard, etc.

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- G. Deer Clubs shall be included in residential collection.
- H. Weekly service must be provided to the Speedwell and Eagle Roads area of the Township.
- I. After trash containers are emptied, they shall be placed back in the Township Right of Way, not on the street and not in front of mailboxes.
- J. Collection of trash and garbage shall be made in watertight and fly-tight trucks so that there shall be no leakage or drainage from said trucks into the street or upon the ground and so that there will be no access to the contents thereof by flies or other insects.
- K. All trash and garbage trucks shall be of the compactor type or of a type approved by the Township Committee.
- L. All collection of trash and garbage shall be made in such a manner that the contents are secured from falling from the trucks or receptacles upon the ground.
- M. Any trash and garbage spilled or dropped during the process of collection shall be promptly and thoroughly cleaned up.
- N. Receptacles of a permanent nature (trash and garbage cans) used by the householder shall be handled in a careful manner and not thrown to the ground or otherwise treated so as to cause unnecessary damage.
- O. If any unnecessary damage occurs to trash and garbage cans that resulted from careless handling, the Contractor shall replace damaged trash and garbage cans of equal value and size to the householder.
- P. In addition to curbside collection of trash and garbage specified above, the Contractor shall make available to the Township during each year of the contract three (3), thirty (30) cubic yard dumpsters.
- Q. The Contractor shall provide one large collection per year per household as needed to be determined by the Township of Tabernacle.
- R. The Contractor shall provide emergency collection for reasons determined by the Township of Tabernacle, on a regularly scheduled collection day.
- S. The Contractor shall provide for sufficient stand-by equipment to prevent delay in collection because of breakdown or peak loads. This clause will be enforced at the option of the Township if frequent breakdowns prevent prompt compliance with the contract.

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5.4. CONTAINERS

1. Maximum of (5) 32-gallons, or (3) 46-gallons, or (2) 64-gallon containers weighing no more than 50 lbs. each, plus one bulk item at each residential stop.
2. (9) Nine total, four-yard rear load dumpsters located at (2) Public Works Yard (one movable for special events at parks), (1) Tabernacle Fire Company #1, (1) Community Services Building, (1) Emergency Services Building, (2) Tabernacle Elementary School and (2) at the Olson Middle School.

5.5. COLLECTION SCHEDULE

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

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

1. New Year's Day; Martin Luther King Jr. Day; President's Day, Good Friday; Memorial Day; 4th of July; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas Day.

2. All Holidays shall be advertised in the Central Record, Burlington County Times and the Courier Post one (1) week prior and the Sunday before the Holiday.

3. The next collection day after the Holiday, the Contractor shall use a Double Crew on Trash Collection to keep regular collection on schedule.

5.6. SOLID WASTE DISPOSAL

A. All solid waste collected within the Township of Tabernacle shall be disposed of in accordance with the Burlington 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 Burlington County Landfill, 21939 Columbus Road, Mansfield, New Jersey 08022. (609) 499-1001.

B. The Township of Tabernacle reserves the right to designate another disposal facility in accordance with the Burlington County Solid Waste Management Plan or in the event that the designated Disposal Facility [or, if applicable, Disposal Facilities]. The Township of Tabernacle will assume all additional costs or benefits that are associated with such designation.

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5.7. VEHICLES AND EQUIPMENT

A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.

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

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.

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

5.8. NAME ON VEHICLES

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

5.9. TELEPHONE FACILITIES AND EQUIPMENT

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

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B. Telephone service shall be maintained on all collection days, between the hours of 6:00AM and 6:00PM. The Township of Tabernacle shall list the Contractor's telephone number in the Telephone directory along with other listings for the Township of Tabernacle.

5.10. FAILURE TO COLLECT

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

5.11. COMPLAINTS

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

B. The Contractor shall submit a copy of all complaints received and the action taken to the Township of Tabernacle.

5.12. SOLICITATION OF GRATUITIES

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

5.13. INVOICE AND PAYMENT PROCEDURE

A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.

1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Township of Tabernacle 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 Township of Tabernacle for reimbursement.

B. The Township of Tabernacle shall pay all invoices within 60 days of receipt. The Township of Tabernacle will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township of Tabernacle shall have 60 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 Township of Tabernacle 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 Township of Tabernacle shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the governing body; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

1. the amount of the invoice;
2. the origin of the waste;
3. the truck license plate number;
4. the total quantity and weight of the waste; and

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5. the authorized tipping rate plus all taxes and surcharges.

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

5.14. COMPETENCE OF EMPLOYEES

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

5.15. SUPERVISION OF EMPLOYEES

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

5.16. INSURANCE REQUIREMENTS

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

5.17. CERTIFICATES

TOWNSHIP OF TABERNACLE

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

5.18. INDEMNIFICATION

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

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6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

- ___ 6.2. Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126, et seq.;
- ___ 6.3. Statement of bidder's qualifications, experience and financial ability.
- ___ 6.4. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Township of Tabernacle.
- ___ 6.5. Stockholder statement of ownership.
- ___ 6.6. Non-collusion affidavit.
- ___ 6.7. Consent of surety.
- ___ 6.8. Proposal.
- ___ 6.9 Certification regarding investment activities in Iran in accordance with N.J.S.A. 52:32-58.

Name of Firm or Individual

Title

Signature

Date

TOWNSHIP OF TABERNACLE

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

Name _____

Complete Address _____

Telephone Number _____

Certificate Number

Date _____

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

TOWNSHIP OF TABERNACLE

QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the Tabernacle Township. 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 Township Committee 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 Township Committee 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?

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- (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
-
- 7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
 - 8. Where can this equipment described above be inspected?
 - 9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
 - 10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
 - 11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
 - 12. List the name and address of three credit or bank references.
 - 13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection. In accordance with N.J.S.A. 40A:11-13(f), the bidder shall additionally submit a financial statement if a financial statement is Federally required as a condition upon the awarding of a monetary grant to be used for the purchase, contract or agreement.
 - 14. Additional remarks.

6.4 BID GUARANTY

**FORM SUPPLIED BY
CONTRACTOR**

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

**FORM SUPPLIED BY
CONTRACTOR**

TOWNSHIP OF TABERNACLE

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.: SOLID WASTE COLLECTION

I, _____, of the City of in the State (Commonwealth) 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 above named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or other wise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Township Committee upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

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

NAME OF BIDDER

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

____ day of ____ 20____.

Notary Public of

My Commission expires _____, 20 ____.

6.7 CONSENT OF SURETY

**FORM SUPPLIED BY
CONTRACTOR**

TOWNSHIP OF TABERNACLE

6.8 PROPOSAL

Proposal for Solid Waste Collection beginning _____.

Tabernacle Township:

I or We _____

of _____

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

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

NOTE:

Bidders are required to sign all Option Proposal sheets.

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

Signature

**Affix seal if
a corporation.**

Title

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6.8.2 PROPOSED OPTION #2 (proposal for three years)

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications with two collections in each and every week as described in Section 5 for the period COMMENCING JANUARY 1, 2021 AND TERMINATING DECEMBER 31, 2023. (BOTH DATES INCLUSIVE) for

	<u>Base Service</u>
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Total	\$ _____

**Waste Directed to: Burlington County Landfill
Mansfield, Burlington County, New Jersey**

Rate per ton not applicable

Name of Firm or Individual **Title**

Signature **Date**

TOWNSHIP OF TABERNACLE

6.8.3 PROPOSED OPTION #3 (proposal for five years)

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications with two collections in each and every week as described in Section 5 for the period COMMENCING JANUARY 1, 2021 AND TERMINATING DECEMBER 31, 2025. (BOTH DATES INCLUSIVE) for

	<u>Base Service</u>
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Total	\$ _____

**Waste Directed to: Burlington County Landfill
Mansfield, Burlington County, New Jersey**

Rate per ton not applicable

Name of Firm or Individual	Title
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Signature	Date
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7. CONTRACT DOCUMENTS

7.1. CONTRACT

FORM SUPPLIED BY CONTRACTOR

7.2. PERFORMANCE BOND

FORM SUPPLIED BY CONTRACTOR

7.4. CERTIFICATE OF INSURANCE

FORM SUPPLIED BY CONTRACTOR

TOWNSHIP OF TABERNACLE

ATTACHMENT #1

Procurement and Service Contract - Mandatory Language

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

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

TOWNSHIP OF TABERNACLE

ATTACHMENT #2

TOWNSHIP OF TABERNACLE 2010 MUNICIPAL DATA

RESIDENTIAL SOURCES:

Single family and hunting clubs 2380 (Developments added during contract period:
(49) Seneca Reserves and (57) Monarch Woods (number of units)

Multi-family 0 (number of units)

Apartment/Condominiums 8 (number of units)

Total: 2388 plus (106)

Containers: Maximum of (5) 32-gallons, or (3) 46-gallons, or (2) 64-gallon containers weighing no more than 50 lbs. each, plus one bulk item at each residential stop. Trash must be gagged, no loose trash in container.

COMMERCIAL SOURCES:

Total NOT APPLICABLE

Containers NOT APPLICABLE

INSTITUTIONAL SOURCES:

Schools 4 (number of units)

Total 4.

Containers: FOUR (4), FOUR (4) CUBIC YARD DUMPSTERS
(TWO (2) AT EACH SCHOOL)

MUNICIPAL SOURCES:

Municipal buildings 2.

Fire Company 1.

Community Services Building 1

Emergency Services Building 1

Litter Baskets NOT APPLICABLE

Total 5

Containers

(9) Nine four (4) cubic yard dumpsters.

(1) One thirty (30) cubic yard dumpsters available three (3) times a year.

Attachment #3

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

The contractor and the Township of Tabernacle, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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.