

(Revised October 14, 2020)

BOROUGH OF FRENCHTOWN

UNIFORM BID SPECIFICATIONS FOR CURBSIDE
SOLID WASTE COLLECTION AND CURBSIDE SINGLE
STREAM RECYCABLE COLLECTION AND GRIT AND SCREENINGS DISPOSAL

DATE OF BIDS: OCTOBER __22, 2020

RECEIPT OF BIDS: DECEMBER __22, 2020

EFFECTIVE DATE OF CONTRACT: JANUARY 1, 2021

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BOROUGH OF FRENCHTOWN
NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Clerk of the Borough of Frenchtown, County of Hunterdon, for the following service: **Curbside Solid Waste Collection, Curbside Single Stream Recyclable Collection and Grit and Screenings Disposal.**

Bids will be opened and read in public at the Borough of Frenchtown Borough Hall, 29 Second Street, Frenchtown, New Jersey 08825, on **December 22, 2020** at **10:00 A.M.** prevailing time. The Borough will award a contract based upon the bid submitted by the lowest responsible bidder.

All bids must be received in sealed envelopes bearing the name and address of the bidder and "Bid for Curbside Solid Waste Collection, Curbside Single Stream Recyclable Collection and Grit and Screenings Disposal" on the outside and addressed to the Clerk of the Borough of Frenchtown.

Bid Specifications for the work may be obtained by prospective bidders during business hours, in the office of the Borough Clerk, Borough Hall, 29 Second Street, Frenchtown, New Jersey 08825.

Bids must be submitted on the standard proposal form and must be enclosed in a sealed envelope with the name and address of the bidder on the outside addressed to the Borough of Frenchtown Clerk, Borough Hall, 29 Second Street, Frenchtown, New Jersey 08825, to be accompanied by a bid bond, certified check or casher's check made payable without condition to the Borough of Frenchtown in an amount not less than ten (10%) percent of the amount of the bid, but not to exceed twenty thousand (\$20,000.00) dollars. The Borough will not be responsible for late mail deliveries and no bids will be accepted after the time stipulated in the **NOTICE TO BIDDERS.**

Bidders are required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27), the Law Against Discrimination (Affirmative Action).

The Borough of Frenchtown Council reserves the right to award a contract in its sole discretion and further reserves the right to reject any and all bids, waive irregularities, decide as to the responsibility of the bidders, and make an award. The grit and screenings option may be included as part of one contract to the lowest overall bidder or the Borough may award separately to the lowest bidder for grit and screenings disposal

Andrew K. Bernath, CFO, QPA
Borough of Frenchtown
Borough Hall
29 Second Street
Frenchtown, New Jersey 08825

**BOROUGH OF FRENCHTOWN
UNIFORM BID SPECIFICATIONS**

**SOLID WASTE FOR CURBSIDE COLLECTION,
CURBSIDE SINGLE STREAM RECYCABLE COLLECTION AND GRIT AND SCREENINGS
CONTRACT AND DISPOSAL SERVICE**

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Frenchtown is soliciting bid proposals from solid waste and single stream recyclable collectors interested in providing solid waste, single stream recyclable collection and grit and screenings disposal services for a period of 1, 3 and 5 years, to commence on January 1, 2021 in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H6 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 seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids. be published in The Hunterdon Democrat, and in the Star-Ledger.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Clerk of the Borough of Frenchtown, Borough Hall, 29 Second Street, Frenchtown, New Jersey 08825. Bids must be delivered by hand or by mail to the Clerk no later than December 22, 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.

1.4 DOCUMENTS TO BE SUBMITTED

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

1. Certified photocopies of bidder's Certificate of Public Convenience and Necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;

2. Questionnaire setting forth experience and qualifications;

3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of ten (10%) percent of the total amount of the bid proposal, not to exceed \$20,000; payable to the Borough of

Frenchtown;

4. Non-Collusion Affidavit;
5. Stockholder Statement of Ownership;
6. Consent of Surety;
7. Bid Proposal;

8. Disclosure of 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

"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, certified check or 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 curbside solid waste and curbside single stream recyclable collection services contained herein.

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

"Collection site" means single-family homes, duplexes, apartments, businesses, restaurants and municipal buildings where solid waste and recyclable containers are collected on the collection day.

That apartment complex known as "The Commons" is not included as a collection site.

"Collection source" means a generator of designated collected solid waste and recyclables 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, recyclable collection and grit & screenings services.

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

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

"Designated collected recyclable material" means:

A. Paper: shredded paper, newspaper, white or colored paper, magazines, mixed office and computer paper, junk mail, manila and Pendaflex folders, glossy paper and window envelopes, paperback books, phone books, chipboard.

B. Corrugated cardboard.

C. Glass, Metal and Plastic: all glass food and beverage containers, aluminum, tin and bimetal cans; all food and beverage cans; plastic containers SPI Codes 1-7.

"Designated collected solid waste" means solid waste types ID-10-municipal waste originating in the community consisting of household waste from private residences and public buildings. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable waste 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 Hunterdon County Solid Waste Management Plan for use by the Borough of Frenchtown and when multiple facilities are identified in the Plan, at that facility which is geographically closest to the Borough of Frenchtown at the lowest disposal fee or processing fee.

"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.

"Grit" means sand, gravel, cinder, or other heavy solid materials that are "heavier" than the organic biodegradable solids in the wastewater.

"Screenings" means objects such as rags, paper, plastics, and metals removed to prevent damage and clogging of downstream equipment, piping, and appurtenances.

"Holiday" means a regularly scheduled collection day on New Year's Day, Memorial Day, Fourth of July, Labor Day, Christmas. If any of these holidays fall on a collection day, the collection shall be made on the following day.

"Legal newspaper" means the newspaper selected by the contracting unit for publishing official notices and advertisements for bids; namely, the Hunterdon Democrat and Star-Ledger.

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

"Service area" means the Borough of Frenchtown.

"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 Bid Specifications.

3. BID SUBMISSION REQUIREMENTS

3.1 BID PROPOSAL

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

B. Bid proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Notice to Bidders must be written clearly on the outside of the sealed envelope. Each Bid proposals shall contain: One (1) Original signed in ink & two (2) copies and One (1) copy on CD or USB Flash Drive .pdf format of the RFP response. The owner is storing all responses electronically; therefore, submit all pages of the RFP response on a CD or USB Flash Drive in addition to the printed two (2) copies.

No bid proposal will be accepted past the date and time specified by the Borough of Frenchtown in the advertisement for bids.

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

1. For a corporation, by a principal executive officer;

2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or

3. A duly authorized representative if:

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

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

D. The bid proposal contains option bids. The Borough of Frenchtown Council may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder; provided, however, the Borough of Frenchtown Council shall not award the contract based on the bid price for separate options. With the exception of Option #7 for the Grit and Screenings disposal.

E. It is mandatory to bid on all options.

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

3.2 BID GUARANTEES

A. A Bid Guarantee in the form of a bid bond, cashier's check or certified check, made payable to the Borough of Frenchtown in the amount of ten (10%) percent of the highest aggregate five (5) year bid submitted, not to exceed twenty thousand (\$20,000.00) dollars must accompany each bid proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Borough of Frenchtown.

3.3 EXCEPTIONS TO THE BID SPECIFICATIONS

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

3.4 "BRAND NAME OR EQUIVALENT"

Whenever the bid specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Borough of Frenchtown 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.

3.6 CONFLICT OF INTEREST AND NON-COLLUSION

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

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

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

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

3.7 NO ASSIGNMENT OF BID

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

4. AWARD OF CONTRACT

4.1 GENERALLY

A. The Borough of Frenchtown Council shall award the Contract or reject all bids within the time specified in the Bid Specifications, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the Borough of Frenchtown, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough of Frenchtown's decision, in writing, by 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 grit and screenings option (OPTION #7) may be included as part of the contract to the lowest overall bidder or the Borough may award separately to the lowest bidder for grit and screenings disposal.

D. The Borough of Frenchtown Council reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Borough of Frenchtown Council rejects all bids, the Borough of Frenchtown 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 (14) calendar days of the award of the Contract, the Borough of Frenchtown shall notify the successful bidder in writing, at the address set forth in the bid proposal and such notice shall specify the place and time for delivery of the executed Contract, the performance bond, the Vehicle Dedication Affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the Notice of Award shall be cause for the Borough of Frenchtown to declare the contractor non-responsive and to award the Contract to the next lowest bidder.

4.3 RESPONSIBLE BIDDER

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

4.4 PERFORMANCE BOND

A. For a one (1) year contract, the successful bidder shall provide a performance bond issued by a surety in an amount equal to one hundred (100%) percent of the award price. The successful bidder shall provide said performance bond within five (5) days of Notice of Award to the Clerk at Borough Hall.

B. Failure to provide the required performance bond at the time and place specified by the Borough of Frenchtown shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Borough of Frenchtown 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 three (3) or five (5) year contract, the successful bidder shall provide a performance bond issued by a surety in an amount equal to no more than one hundred (100%) percent of a one (1) year Contract. The successful bidder shall provide said performance bond within five (5) days of Notice of Award to the Clerk at Borough Hall. The performance bond for each succeeding year shall be delivered to the Borough of Frenchtown with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

D. Failure to deliver a performance bond for any year of a multi-year contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough of Frenchtown Council to terminate the Contract upon the expiration of the current bond. Notwithstanding termination pursuant to this Section, the contractor is obligated to fully perform through the date of termination of the Contract and damages shall be assessed in an amount to the costs incurred by the Borough of Frenchtown in re-bidding the Contract.

4.5 AFFIRMATIVE ACTION REQUIREMENTS

A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

B. Within seven (7) days after receipt of notification of the Borough of Frenchtown Council's Notice of Award, the contractor must submit one (1) 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 Borough of Frenchtown 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 the Borough of Frenchtown may extend the deadline by a maximum of the fourteen (14) calendar days. Failure to submit the

affirmative action document by the fourteenth (14th) calendar day shall be cause for the Borough of Frenchtown 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 Notice of Award a Vehicle Dedication Affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the contractor shall covenant that the Borough of Frenchtown will only be accountable for its proportional share of the waste and recyclables 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 Section. If any mathematical corrections must be made on any bid proposal, then the Borough of Frenchtown Council may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1 The contractor shall provide solid waste and recyclable collection service one (1) collection day per week and one (1) annual municipal wide cleanup day for the contract term to the Borough of Frenchtown. The Borough of Frenchtown Council shall select one (1) collection option for the term of the Contract in accordance with any of the option proposals submitted.

5.2 The contractor shall provide solid waste collection service one (1) collection day per week and recyclable collection service one (1) collection day every other week or twenty-six (26) annual collections, and one (1) annual municipal clean-up day to the Borough of Frenchtown based upon the Option or Options selected. The materials to be collected on the annual municipal clean-up day are described in Paragraph 24 of Section 7.1. The contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Borough of Frenchtown.

5.3 COLLECTION OPTIONS

OPTION #1 [ONCE (1) WEEKLY SOLID WASTE COLLECTION INCLUSIVE OF DISPOSAL/TIPPING FEES AND RECYCLABLE COLLECTION INCLUSIVE OF PROCESSING FEES]

Note: Solid Waste Collection and Recyclable Collection is once (1) weekly, and one (1) annual municipal clean-up day, inclusive of disposal/tipping and recyclable processing fees.

collections are limited to three (3) thirty-two (32) gallon plastic bags or containers for solid waste, and one (1) ninety-five (95) gallon cart to be provided by the contractor for single stream recyclable collection at each collection site.

OPTION #2 [ONCE (1) WEEKLY SOLID WASTE COLLECTION EXCLUSIVE OF DISPOSAL/TIPPING FEES AND RECYCLABLE COLLECTION EXCLUSIVE OF PROCESSING FEES]

Note: Solid Waste Collection and Recyclable Collection is once (1) weekly, and one (1) annual municipal clean-up day, exclusive of disposal/tipping and recyclable processing fees

collections are limited to three (3) thirty-two (32) gallon plastic bags or containers for solid waste, and one (1) ninety-five (95) gallon cart to be provided by the contractor for single stream recyclable collection at each collection site.

OPTION #3 [ONCE (1) WEEKLY SOLID WASTE COLLECTION INCLUSIVE OF DISPOSAL/TIPPING FEES AND EVERY OTHER WEEK RECYCLABLE COLLECTION INCLUSIVE OF PROCESSING FEES]

Note: Solid Waste Collection is weekly and Recyclable Collection is every other week or twenty-six (26) annual collections, and one (1) annual municipal clean-up day, inclusive of disposal/tipping and recyclable processing fees

collections are limited to three (3) thirty-two (32) gallon plastic bags or containers for solid waste, and one (1) ninety-five (95) gallon cart to be provided by the contractor for single stream recyclable collection

at each collection site.

OPTION #4 [ONCE (1) WEEKLY SOLID WASTE COLLECTION EXCLUSIVE OF DISPOSAL/TIPPING FEES AND EVERY OTHER WEEK RECYCLABLE COLLECTION EXCLUSIVE OF PROCESSING FEES]

Note: Solid Waste Collection is weekly and Recyclable Collection is every other week or twenty-six (26) annual collections, and one (1) annual municipal clean-up day, inclusive of disposal/tipping and recyclable processing fees.

collections are limited to three (3) thirty-two (32) gallon plastic bags or containers for solid waste, and one (1) ninety-five (95) gallon cart to be provided by the contractor for single stream recyclable collection at each collection site.

OPTION #5 [PROVIDING PUBLIC SOLID WASTE AND RECYCLABLE CONTAINERS]

Option #5 is for the supply of solid waste (trash) and recyclable containers in twenty (20) locations to be designated by the Department of Public Works at Frenchtown Parks, Frenchtown Park & Ride and Frenchtown Business District and which are to be used by the public. The existing containers are to be removed and replaced with an individual sixty-five (65) gallon solid waste container and an individual sixty-five (65) recyclable container and each container is to be collected once (1) each week.

At the end of the contract, the containers remain the property of the Borough and are to be in good working condition.

The containers are to replace existing containers in public places.

Option #6 is for four (4) six (6) yard containers at the Department of Public Works. One (1) six (6) yard container is for solid waste (trash), and three (3) six (6) yard single stream recycling containers to be picked-up once (1) per week.

Option #7 is for one (1) ten (10) yard container for grit from the Sewer Treatment Plant on River Road, Frenchtown, New Jersey. The ten (10) yard container is to have a water proof plastic liner, with water proof cover to be picked-up "on call" or on a per pull basis.

OPTION #8 [ONCE (1) WEEKLY AUTOMATED SOLID WASTE COLLECTION OF NINETY-FIVE (95) GALLON CARTS INCLUSIVE OF SOLID WASTE DISPOSAL/TIPPING FEES AND EVERY OTHER WEEK OR TWENTY-SIX (26) ANNUAL AUTOMATED SINGLE STREAM RECYCLABLE COLLECTION OF NINETY-FIVE (95) GALLON CARTS INCLUSIVE OF PROCESSING FEES AND AN ANNUAL CLEAN-UP DAY].

Note: Solid Waste Collection is once (1) weekly, Recyclable Collection is every other week or twenty-six (26) annual collections, and one (1) annual municipal clean-up day, inclusive of solid waste disposal/tipping and recyclable processing fees.

automated collection of a ninety-five (95) gallon solid waste cart and a ninety-five (95) gallon single stream collection cart to be provided by the contractor at the contractor's sole expense to each collection site.

Individual residents may request that the contractor supply smaller solid waste and recyclable collection carts at the contractor's sole expense.

The carts are to include lids, handles and wheels and are to be replaced by the contractor in the event the cart is damaged at no cost to

the Borough of Frenchtown or to residents.

OPTION #9 [ONCE (1) WEEKLY AUTOMATED SOLID WASTE COLLECTION OF NINETY-FIVE (95) GALLON CARTS EXCLUSIVE OF SOLID WASTE DISPOSAL/TIPPING FEES AND EVERY OTHER WEEK OR TWENTY-SIX (26) ANNUAL AUTOMATED SINGLE STREAM RECYCLABLE COLLECTION OF NINETY-FIVE (95) GALLON CARTS EXCLUSIVE OF PROCESSING FEES AND AN ANNUAL CLEAN-UP DAY].

Note: Solid Waste Collection is once (1) weekly, Recyclable Collection is every other week or twenty-six (26) annual collections, and one (1) annual municipal clean-up day, exclusive of solid waste disposal/tipping and recyclable processing fees.

automated collection of a ninety-five (95) gallon solid waste cart and a ninety-five (95) gallon single stream collection cart to be provided by the contractor at the contractor's sole expense to each collection site.

Individual residents may request that the contractor supply smaller solid waste and recyclable collection carts at the contractor's sole expense.

The carts are to include lids, handles and wheels and are to be replaced by the contractor in the event the cart is damaged at no cost to the Borough of Frenchtown or to residents.

5.4 CONTAINERS

A. Collection of solid waste will be made from tied plastic bags of at least 1.5 mil thickness, water-tight covered containers, sufficiently strong for the purposes of solid waste collection, with a capacity of not less than two and one-half (2½) gallons nor more than thirty-two (32) gallons; dry refuse and waste shall be from containers or security tied cartons sufficiently strong for the purpose. Collections shall not to exceed three (3) plastic bags or containers from each collection site. No plastic bag, container or carton shall weigh more than fifty (50) pounds when filled and all of the plastic bags, containers and cartons shall be of such size as to be handled by one (1) person.

B. The contractor must provide one (1) six (6) yard dumpster/container at the River Road Pumping Station.

5.5 COLLECTION SCHEDULE

A. All collection services, as described in these specifications, shall be performed on all designated days between 7:00 A.M. and 6:00 P.M.

B. The following legal holidays are exempted from the waste collection schedule: New Year's Day, Memorial Day, Fourth of July, Labor Day, Christmas. If any of these holidays fall on a collection day, the collection shall be made on the following day. The contractor shall provide notice of the alternate collection day by a display advertisement in the edition of the Hunterdon Democrat before the holiday.

5.6 SOLID WASTE AND RECYCLABLE DISPOSAL

- A. All solid waste and recyclables collected within the Borough of Frenchtown shall be disposed of or processed in accordance with the Hunterdon County Solid Waste Management Plan and, when multiple facilities are identified in the Plan, at that facility which is geographically closest to the Borough of Frenchtown at the lowest disposal fee or processing fee.
- B. The Borough of Frenchtown reserves the right to designate another disposal facility [or, if applicable, disposal facilities] in accordance with the Hunterdon County Solid Waste Management Plan [and/or any waste flow orders] or in the event that the designated Disposal Facility is unable to accept waste. The Borough of Frenchtown will assume all additional costs or benefits that are associated with such designation.

5.7 VEHICLES AND EQUIPMENT

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

B. All solid waste collection trucks shall be compaction types, completely enclosed and water tight. Subject to the prior approval of the Borough of Frenchtown, 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 Borough of Frenchtown 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 Borough of Frenchtown 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 Bid Specifications. In such event, the contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Borough of Frenchtown.

5.8 NAME ON VEHICLES

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

5.9 TELEPHONE FACILITIES AND EQUIPMENT

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

B. Telephone service shall be maintained on all collection days, between the hours of 7: 00 A.M. and 6: 00 P.M. The Borough of Frenchtown shall list the contractor's telephone number in the telephone directory along with other listings for the Borough of Frenchtown.

5.10 FAILURE TO COLLECT

A. The contractor shall report to the Borough of Frenchtown, 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.

5.11 COMPLAINTS

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

B. The contractor shall submit a copy of all complaints received and the action taken to the Borough of Frenchtown.

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 thirty (30) days after the end of each calendar month during the term of the Contract during which the contractor provided services as provided in these Bid Specifications, the contractor will submit an invoice to the Borough of Frenchtown for the preceding calendar month (the "Billing Month").

2. Where the contractor has paid the costs of disposal, the contractor shall submit a separate invoice to the Borough of Frenchtown for reimbursement.

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

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

D. The contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the disposal facility. Where the contractor has paid the costs of disposal, the Borough of Frenchtown 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 Borough of Frenchtown; the number of cubic yards and the tonnage of the material disposed of each day during the Billing Month; and monthly receipts issued by the disposal facility showing:

1. the amount of the invoice;
2. the origin of the waste;
3. the truck license plate number;
4. the total quantity and weight of the waste; and
5. the authorized tipping rate plus all taxes and surcharges.

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

5.14 COMPETENCE OF EMPLOYEES

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

5.16 INSURANCE REQUIREMENTS

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

5.17 CERTIFICATES

Upon notification by the Borough of Frenchtown, the lowest responsible bidder shall supply to the Borough of Frenchtown, within five (5) days of notification, a certificate of insurance as proof that the insurance policies required by the Bid Specifications are in full force and effect.

5.18 INDEMNIFICATION

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

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

Name :

Complete Address :

Telephone Number :

Certificate Number :

Date :

**ATTACH A COPY OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
TOGETHER WITH A COPY OF A-901 APPROVAL LETTER.**

QUESTIONNAIRE

This Questionnaire must be filled out and submitted as part of the bid proposal for solid waste, recyclable collection and grit and screenings disposal for the Borough of Frenchtown. Failure to complete this form or to provide any of the information required herein shall result in rejection of the bid proposal.

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

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

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

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

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

5. List all public entity contracts which the bidder or its 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 (5) years. Give detailed answers to questions below relating to this subject.

(a) Name of contracting unit;

(b) Approximate population of contracting unit;

(c) Term of contract from/to;

(d) How were materials collected?

(e) Give location of disposal site or sites and methods used in the disposal of solid waste;

(f) Name and telephone number of contract administrator or some other official in charge of collection and disposal.

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

8. Where can this equipment described above be inspected?

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

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

11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.

12. List the name and address of three credit or bank references.

13. Supply the most recent Annual Report, as required to be filed with the New Jersey Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an Annual Report, a financial statement for the most recent year, which includes at a minimum the bidders assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.

14. Additional remarks.

6.4 BID GUARANTY

BID GUARANTY

KNOW ALL MEN BY THESE PRESENTS, that we _____ hereinafter called the Principal, as Principal, and the _____ of _____, a Corporation duly organized under the laws of the State of _____, hereinafter called the Surety, as Surety, are held and firmly bound unto the Borough of Frenchtown, hereinafter called the Obligee, in the sum of _____ Dollars (\$_____), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for the Borough of Frenchtown contract for **UNIFORM BID SPECIFICATIONS FOR CURBSIDE SOLID WASTE COLLECTION, CURBSIDE SINGLE STREAM RECYCALBE COLLECTION AND GRIT AND SCREENINGS DISPOSAL**

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such Bond as may be specified in the Bidding or Contract Documents with good and sufficient Surety for the faithful performance and labor and material payment of such Contract, or in the event of the failure of the Principal to enter such Contract and give such Bond, if the Principal shall pay to the Obligee the difference, not to exceed the penal amount hereof, between the amount specified in said Bid and such larger amount for which the Obligee may in good faith Contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this ____ day of _____, 20____, in the presence of:

_____(Seal)
PRINCIPAL

WITNESS

TITLE

_____(Seal)
SURETY

WITNESS

TITLE

**6.5 STOCKHOLDER STATEMENT OF OWNERSHIP
OWNERSHIP DISCLOSURE STATEMENT**

BOROUGH OF FRENCHTOWN, HUNTERDON COUNTY

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 or proposal submissions. Failure to submit the required information is cause for automatic reject of the bid or proposal.

NAME OF ORGANIZATION: _____

ORGANIZATION ADDRESS: _____

Part I. Check the box that represents the type of business organization that best describes the bidder which will provide the services if awarded this RFQ:

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. Check the box that represents the correct information about the Respondent and complete any additional information as may be applicable:

The list below contains the names and addresses of all individuals, corporations or limited liability companies owning a 10% or greater interest in the Respondent.

NOTE: The list shall include stockholders in the corporation who own 10 percent or more of its stock, of any class, individual partners in a partnership who own a 10 percent or greater interest therein, and members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. FURTHER, if one or more of these entities is itself a corporation, partnership or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership or liability company and so forth until individual (ie. non-business) interest holders with 10% or greater interests have been identified. Also, see note under Part III below. This information is required by statute. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one individual, corporation, partnership 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):

<u>NAME OF INDIVIDUAL ENTITY</u>	<u>HOME ADDRESS(for Individuals) or BUSINESS ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

If a Respondent 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 Respondent/Proposer; that the Borough of Frenchtown 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 the Borough of Frenchtown to notify the Borough CFO/QPA, Borough of Frenchtown Borough Hall, 29 Second Street, Frenchtown, New Jersey 08825, 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 Borough, permitting the Borough of Frenchtown to declare any contract(s) resulting from this certification void and unenforceable.

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

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF _____ } s.s.:

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

I am employed by the firm of [NAME OF BIDDER], the bidder submitting the Bid Proposal for the above named project, in the capacity of [TITLE OF AFFIANT], and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Frenchtown Council rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

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

Name of Firm or Individual

Title

Signature

Date

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

Notary Public of _____

My Commission expires _____, 20____

6.7 CONSENT OF SURETY

**BOROUGH OF FRENCHTOWN
HUNTERDON COUNTY, NEW JERSEY**

**UNIFORM BID SPECIFICATIONS FOR CURBSIDE SOLID WASTE
COLLECTION, CURBSIDE SINGLE STREAM RECYCALBE COLLECTION AND
GRIT AND SCREENINGS DISPOSAL**

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding Bid is made, be awarded to the person or persons submitting same, it will become bound as surety and guarantor for its faithful performance and labor and material payment in an amount of dollars equal to the sum of _____ and will execute a bond as party of the third party thereto when required to do so by the Borough of Frenchtown.

IN WITNESS WHEREOF, the surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this ____ day of _____, 2020.

(A corporate acknowledgment and statement of authority to be hereto attached by the surety company)

(Name of Surety)

By: _____
(Surety Company
Attorney-in-Fact)

Date: _____

Attest:

By: _____

Name: _____

Title: _____

Date: _____

6.8 PROPOSAL

Proposal for Curbside Solid Waste Collection, Curbside Single Stream Recyclable Collection and Grit and Screenings Disposal beginning January 1, 2021.

[NAME OF THE CONTRACTING UNIT]:

I or We

of

[COMPLETE ADDRESS

[CITY, STATE, ZIP]

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

NOTE:

BIDDERS ARE REQUIRED TO SIGN ALL OPTION PROPOSAL SHEETS.

BIDDERS ARE REQUIRED TO BID ON ALL OPTIONS.

=====
Signature

Affix seal if a corporation.

Title: =====

6.8.1 PROPOSED OPTION #1

One (1) day per week curbside solid waste and recyclable collections from all collection sites and sources, and one (1) annual municipal wide clean-up day.

THIS PROPOSAL IS INCLUSIVE OF DISPOSAL/TIPPING AND RECYCLABLE PROCESSING FEES.

<u>SOLID WASTE</u>	<u>RECYCLABLE MATERIALS</u>	<u>ANNUAL CLEAN- UP DAY</u>	<u>TOTAL</u>
Year 1 \$_____	\$_____	\$_____	\$_____
Year 3 \$_____	\$_____	\$_____	\$_____
Year 5 \$_____	\$_____	\$_____	\$_____
Total \$_____	\$_____	\$_____	\$_____

Waste Directed to: _____
[NAME OF FACILITY]

[ADDRESS]

[RATE PER PERSON]

Individual Name of Firm or Title

Signature

Date: _____

BIDDERS ARE REQUIRED TO SIGN ALL OPTION PROPOSAL SHEETS.

BIDDERS ARE REQUIRED TO BID ON ALL OPTIONS.

6.8.2 PROPOSED OPTION #2

One (1) day curbside solid waste and recyclable collections from all collection sites and sources, and one (1) annual municipal wide clean-up day.

THIS PROPOSAL IS EXCLUSIVE OF DISPOSAL/TIPPING AND RECYCLABLE PROCESSING FEES.

<u>SOLID WASTE</u>	<u>RECYCLABLE MATERIALS</u>	<u>ANNUAL CLEAN- UP DAY</u>	<u>TOTAL</u>
Year 1 \$_____	\$_____	\$_____	\$_____
Year 3 \$_____	\$_____	\$_____	\$_____
Year 5 \$_____	\$_____	\$_____	\$_____
Total \$_____	\$_____	\$_____	\$_____

Waste Directed to: _____
[NAME OF FACILITY]

[ADDRESS]

[RATE PER PERSON]

Individual

Name of Firm or Title

Signature

Date:_____

BIDDERS ARE REQUIRED TO SIGN ALL OPTION PROPOSAL SHEETS

BIDDERS ARE REQUIRED TO BID ON ALL OPTIONS.

6.8.3 PROPOSED OPTION #3

One (1) day curbside solid waste collection and every other week or twenty-six (26) annual recyclable collections from all collection sites and sources, and one (1) annual municipal wide clean-up day.

THIS PROPOSAL IS INCLUSIVE OF DISPOSAL/TIPPING AND RECYCLABLE PROCESSING FEES.

<u>SOLID WASTE</u>	<u>RECYCLABLE MATERIALS</u>	<u>ANNUAL CLEAN- UP DAY</u>	<u>TOTAL</u>
Year 1 \$_____	\$_____	\$_____	\$_____
Year 3 \$_____	\$_____	\$_____	\$_____
Year 5 \$_____	\$_____	\$_____	\$_____
Total \$_____	\$_____	\$_____	\$_____

Waste Directed to: _____
[NAME OF FACILITY]

[ADDRESS]

[RATE PER PERSON]

Individual

Name of Firm or Title

Signature

Date:_____

**BIDDERS ARE REQUIRED TO SIGN ALL OPTION PROPOSAL SHEETS.
BIDDERS ARE REQUIRED TO BID ON ALL OPTIONS.**

6.8.4 PROPOSED OPTION #4

One (1) day curbside solid waste collection and every other week or twenty-six (26) annual recyclable collections from all collection sites and sources, and one (1) annual municipal wide clean-up day.

THIS PROPOSAL IS EXCLUSIVE OF DISPOSAL/TIPPING AND RECYCLABLE PROCESSING FEES.

	<u>SOLID WASTE</u>	<u>RECYCLABLE MATERIALS</u>	<u>ANNUAL CLEAN- UP DAY</u>	<u>TOTAL</u>
Year 1	\$_____	\$_____	\$_____	\$_____
Year 3	\$_____	\$_____	\$_____	\$_____
Year 5	\$_____	\$_____	\$_____	\$_____
Total	\$_____	\$_____	\$_____	\$_____

Waste Directed to: _____
[NAME OF FACILITY]

[ADDRESS]

[RATE PER PERSON]

Individual

Name of Firm or Title

Signature

Date:_____

**BIDDERS ARE REQUIRED TO SIGN ALL OPTION PROPOSAL SHEETS.
BIDDERS ARE REQUIRED TO BID ON ALL OPTIONS.**

6.8.9 PROPOSED OPTION #9

One (1) day per week automated collection of ninety-five (95) gallon solid waste carts exclusive of solid waste disposal/ tipping fees and every other week or twenty-six (26) annual automated collection of ninety-five (95) gallon single stream recyclable carts, and one (1) annual municipal wide clean-up day.

THIS PROPOSAL IS EXCLUSIVE OF SOLID WASTE DISPOSAL/ TIPPING AND RECYCLABLE PROCESSING FEES.

<u>SOLID WASTE</u>	<u>RECYCLABLE MATERIALS</u>	<u>ANNUAL CLEAN- UP DAY</u>	<u>TOTAL</u>
Year 1 \$_____	\$_____	\$_____	\$_____
Year 3 \$_____	\$_____	\$_____	\$_____
Year 5 \$_____	\$_____	\$_____	\$_____
Total \$_____	\$_____	\$_____	\$_____

Waste Delivered to: _____
 [NAME OF FACILITY]

 [ADDRESS]

 [RATE PER TON FOR SOLID WASTE]

 [RATE PER TON FOR RECYCLABLES]

 Individual Name of Firm or Title

 Signature
 Date: _____

**BIDDERS ARE REQUIRED TO SIGN ALL OPTION PROPOSAL SHEETS.
 BIDDERS ARE REQUIRED TO BID ON ALL OPTIONS.**

6.9 AFFIRMATIVE ACTION ACKNOWLEDGMENT

AFFIRMATIVE ACTION ACKNOWLEDGMENT

BOROUGH OF FRENCHTOWN
HUNTERDON COUNTY, NEW JERSEY

UNIFORM BID SPECIFICATIONS FOR CURBSIDE SOLID WASTE COLLECTION,
CURBSIDE SINGLE STREAM RECYCALBE COLLECTION AND GRIT AND
SCREENINGS DISPOSAL

Contractor acknowledges that his firm is an Affirmative Action
Employer and certifies compliance with all requirements:

(Name of Firm)

(Signature)

(Title)

(Address of Firm)

(Date)

AFFIRMATIVE ACTION ACKNOWLEDGMENT

**BOROUGH OF FRENCHTOWN
HUNTERDON COUNTY, NEW JERSEY**

**UNIFORM BID SPECIFICATIONS FOR CURBSIDE SOLID WASTE COLLECTION,
CURBSIDE SINGLE STREAM RECYCALBE COLLECTION AND GRIT AND
SCREENINGS DISPOSAL**

REQUIRED EVIDENCE

**AFFIRMATIVE ACTION REGULATIONS PL. 1975 CHAPTER 127 (N.J.A.C.
17:27)**

If awarded a contract, the successful Bidder will be required to comply with the requirements of PL. 1975, Chapter 127, N.J.A.C. 17:27. Within three (3) days after receipt of the notification of intent to award the contract, the successful Bidder shall present one of the following:

1. Appropriate evidence that the successful Bidder is operating under an existing federally approved or sanctioned affirmative action program; or

2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or

3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by the successful Bidder in accordance with N.J.A.C. 17:27-4.

The successful Bidder must submit no later than three (3) days after the signing of the Lease Agreement an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by the successful Bidder in accordance with N.J.A.C. 17:27-7.

Bidders are referred to Section B, Bidder Information, for a further description of the above requirements.

**NO FIRM MAY BE ISSUED A LEASE AGREEMENT UNLESS IT COMPLIES WITH
THE AFFIRMATIVE ACTION REGULATIONS OF PL. 1975. CHAPTER 127.**

BOROUGH OF FRENCHTOWN
HUNTERDON COUNTY, NEW JERSEY

UNIFORM BID SPECIFICATIONS FOR CURBSIDE SOLID WASTE COLLECTION,
CURBSIDE SINGLE STREAM RECYCALBE COLLECTION AND GRIT AND
SCREENINGS DISPOSAL

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned
Affirmative Action Program?

Yes_____ No_____

If yes, please submit a photostatic copy of such approval.

2. Do you have a State Certificate of Employee
Information Report approval?

Yes_____ No_____

If yes, please submit a photostatic copy of such
certificate.

The undersigned contractor certifies that he/she is aware of
the commitment to comply with the requirements of PL. 1975,
Chapter 127 and agrees to furnish the required documentation
pursuant to the law.

COMPANY: _____

SIGNATURE: _____

NAME/TITLE: _____

**NOTE: A contractor's Bid must be rejected as non-responsive if
a contractor fails to comply with requirements of PL. 1975, C.
127, within the time frame stipulated.**

6.10 ACKNOWLEDGMENT OF RECEIPT OF ADDENDA*

BOROUGH OF FRENCHTOWN
HUNTERDON COUNTY, NEW JERSEY

UNIFORM BID SPECIFICATIONS FOR CURBSIDE SOLID WASTE COLLECTION,
CURBSIDE SINGLE STREAM RECYCALBE COLLECTION AND GRIT AND
SCREENINGS DISPOSAL

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
_____	=====
=====	=====
=====	=====
=====	=====

Acknowledged For: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

* This form must be completed even if no addenda are issued.

6.11 SUBCONTRACTOR FORM

SUBCONTRACTOR FORM

BOROUGH OF FRENCHTOWN
HUNTERDON COUNTY, NEW JERSEY
UNIFORM BID SPECIFICATIONS FOR CURBSIDE SOLID WASTE COLLECTION,
CURBSIDE SINGLE STREAM RECYCALBE COLLECTION AND GRIT AND
SCREENINGS DISPOSAL

1. Subcontractors: Do you intend to sublet any portions of the Work? _____ If so, state the amount and the nature of the Work you intend to subcontract and the name and address of each subcontractor(s).

Name of Bidder: _____

By: _____

(Signature of President if a corporation
or other Duly Authorized Representative)

_____(L.S.)

(Print Name and Title and
affix corporate seal)

6.12 SURETY DISCLOSURE STATEMENT AND CERTIFICATION

_____, surety(ies) on the attached bond, hereby certifies(y) 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 part 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, _____ (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 accountant 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):

CERTIFICATE

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

I, _____, (name of agent), as

_____ (title of agent) for

_____ (name of surety), a
corporation/mutual insurance 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 of certifying agent)

(Title of certifying agent)

6.13 BUSINESS REGISTRATION CERTIFICATE

A Business Registration Certificate is to be submitted at the time of bid submission for the bidder and listed subcontractor as required by law.

6.14 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

**BOROUGH OF FRENCHTOWN
HUNTERDON COUNTY, NEW JERSEY**

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

Note: The N.J. Dept. of the Treasury's Chapter 25 list is found at: <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Check one below:

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

OR

____I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and will sign and complete the Certification below.

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 RESPONDENT, OR ONE OF ITS PARENTS, SUBSIDIARIES OR AFFILIATES ENGAGING IN INVESTMENT ACTIVITIES IN IRAN OUTLINED ABOVE BY COMPLETING THE INFORMATION BELOW. (ATTACH ADDITIONAL PAGES, AS NEEDED)

Name:_____ Relationship to

Respondent:_____

Description of

Activities:_____

Duration of Engagement:_____ Anticipated Cessation

Date:_____

Bidder Contact Name:_____ Contact

Phone#_____

7. CONTRACT DOCUMENTS

7.1 CONTRACT

BOROUGH OF FRENCHTOWN

CURBSIDE SOLID WASTE COLLECTION, CURBSIDE SINGLE
STREAM RECYCLABLE COLLECTION, GRIT AND SCREENINGS
DISPOSAL & MUNICIPAL WIDE CLEANUP DAY CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2020 between _____, hereinafter referred to as Contractor, and the BOROUGH OF FRENCHTOWN, a municipal corporation of the State of New Jersey, Clerk, Borough Hall, Second Street, Frenchtown, New Jersey 08825 (Telephone 908-996-4524), hereinafter referred to as Frenchtown;

WITNESSETH that Contractor, in consideration of the sum of \$_____ per year, shall and will collect in water-tight approved trucks, all solid waste and single stream recyclables in and from the Borough of Frenchtown for the term of ____ year(s), from the first day of January, Two Thousand Twenty One, to the thirty-first day of December, Two Thousand _____, and collection and disposal of junk and rubbish from a municipal wide cleanup day, all in conformity with and under the terms and conditions hereinafter specified, namely:

1. Collections shall be made from all residences, stores, schools, apartment houses, municipal buildings, municipal street trash containers and municipal trash containers located at the Sewerage Treatment Plant, Old Frenchtown Field, Sewer Plant Pumping Station on River Road, Borough Parks, Borough parking lots and all business establishments (employing less than 10 full time employees) within the limits of the Borough of Frenchtown.

2. Collections are to be made between the hours of 7:00 a.m. and 6:00 p.m. on Friday each week.

3. The trucks or other vehicles to be used for the collection and removal shall be furnished by the said Contractor and shall have water-tight metal or metal lined bodies, except as to cleanup day vehicles, and each vehicle

shall have permanently painted on both sides the name of the owner thereof and all vehicles shall be subject to approval by the Borough of Frenchtown Council.

4. Collections of solid waste will be made from tied plastic bags of at least 1.5 mil. thickness, water-tight covered containers, sufficiently strong for the purposes with a capacity of not less than two and one-half (2½) gallons nor weighing more than 50 pounds; dry refuse and waste shall be from containers or securely tied cartons; ashes shall be from metal containers sufficiently strong for the purpose with a capacity of not less than two and one-half (2 1/2) gallons. Any collections from restaurants or eating establishments will be made from covered containers or dumpster type containers. All containers shall have close fitting covers. All containers shall be returned to the curb-line with their lids securely in place. No container or carton shall weigh more than 50 pounds when filled and all of the cartons and containers shall be of such size as to be handled by one person. Every truck and other vehicle shall be provided with a broom shovel, or scoop, and drivers are required to gather up all garbage or rubbish, or other refuse which may be spilled, either upon the sidewalk or roadway, or from the cans or cartons in carrying the same to the truck. Contractor under no circumstances shall be required to cart or take away more than three containers from any household or commercial establishment unless instructed to do so by an official of the Borough of Frenchtown with authority to do so.

5. All the said trucks or vehicles and cans used in said collection work shall at all times while in use, except when being loaded, be tightly covered and no such vehicles shall be permitted to stand idle within the Borough. The vehicles, or cans therein, must be thoroughly cleaned before being housed for the night. No solid waste or recyclables shall be transferred from any truck or other vehicle to any other vehicle within the Borough limits, except in an emergency.

6. A. Designated collected solid waste means solid waste types ID-10 - municipal (household, commercial and institutional: waste originating in the community consisting of household waste from private residences, commercial waste which originates in wholesale, retail or service establishments, such as restaurants, stores, markets, theaters, hotels and warehouses, and institutional waste material originated in

schools, hospitals, research institutions and public buildings. 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.

B. Designated collected recyclable materials means:

A. Paper: shredded paper, newspaper, white or colored paper, magazines, mixed office and computer paper, junk mail, manila and Pendaflex folders, glossy paper and window envelopes, paperback books, phone books, chipboard.

B. Corrugated cardboard.

C. Glass, Metal and Plastic: all glass food and beverage containers, aluminum, tin and bimetal cans; all food and beverage cans; plastic containers SPI Codes 1-7.

7. All work of collecting, removing and disposing of solid waste and recyclables under this Contract shall be done by Contractor and shall conform with all ordinances of the Borough and the laws of the State of New Jersey.

8. Collections of solid waste and recyclables shall be made once each week on Friday or such other day as may hereafter be mutually agreed upon between the parties. No collection of garbage or rubbish shall be made on New Year's Day, Memorial Day, Fourth of July, Labor Day or Christmas Day. If any of these holidays fall on a collection day, the collection shall be made on the following day.

9. If applicable, the Borough, in consideration of the foregoing, does hereby covenant and agree with Contractor to pay the contract price in twelve (12) equal monthly installments, each installment payable on or before the last day of each month, plus the disposal or tipping fee charged Contractor at the Hunterdon County Transfer Station or other authorized site only for the solid waste and recyclables collected in the Borough of Frenchtown under the Contract, excluding any privately contracted pick-ups in the Borough.

10. Contractor will have all vehicles registered with the Borough Clerk according to truck numbers with their certified

empty weight. If requested by the Mayor or authorized Council Member, Contractor will obtain the truck weight containing only solid waste and recyclables picked up under this Contract, not to include any privately contracted garbage pick-ups, at an approved scale house. Contractor shall be required to comply with this request no more than twelve (12) times. This weight slip shall be submitted to the Borough along with monthly vouchers. Contractor shall not pick up any privately contracted solid waste or recyclables with the truck making Borough collections. The Vehicle Dedication Affidavit executed in conjunction herewith is incorporated herein by reference and made a part hereof.

11. (a) The Contractor shall maintain telephone service attended by an employee of the Contractor from 7:00 a.m. to 6:00 p.m. on all collection days. The Contractor's telephone number shall be in service prior to the commencement of service and the Borough shall be responsible for publishing the number in the same manner it publishes the telephone numbers of all providers of governmental services.

(b) The Contractor shall promptly and properly resolve all complaints of residents and all notices, directives and orders of the contract administrator within twenty-four (24) hours of the receipt of same. The Contractor shall keep a record of complaints and the date and time of the responses to such complaints, as well as any action taken. A written summary of all complaints and responses shall be provided to the contract administrator each month.

(c) The Contractor shall ensure that no agent or employee shall solicit or be permitted to receive gratuities of any kind for any of the work or services provided in connection with the Contract.

(d) All collection vehicles shall be completely enclosed and watertight. Subject to the prior approval of the Borough, the Contractor may employ other types of vehicles on streets whose width requires the use of alternate vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.

(e) The Contractor shall maintain all collection vehicles in good working order and shall ensure that no collection vehicle is used in such a manner that littering and

spillage occurs. The Borough may inspect the Contractor's collection vehicles during the term of the Contract to ensure that the collection vehicles are being operated and maintained in accordance with the requirements of this subsection. The Contractor shall comply with all reasonable requests to inspect collection vehicles and shall comply with the Borough's requests relative to the maintenance, cleanliness and repair of the collection vehicles. Failure to respond to reasonable requests to inspect shall constitute a breach of Contract and may result in termination of the Contract. Upon Contractor's failure to respond to reasonable requests regarding maintenance, cleanliness and repair of a collection vehicle, the Borough shall have the right to order the non-conforming collection vehicle out of service. In such event, the Contractor shall provide, at its sole cost and expense, a conforming vehicle.

12. It is further understood and agreed between the parties that in the event Contractor shall fail to carry out this Contract and shall fail to substantially perform the collection work required hereunder, the Borough may, on three days notice to Contractor, proceed either by contract or otherwise do and perform said collection work and deduct the cost and expense of the same from any amount which may be due and owing Contractor. If the amount of said deduction is greater than any amount which may be due Contractor, the Borough shall charge any excess to the cash deposit held by the Borough for the faithful performance of this Contract, and in case the Borough does so elect to do said work on the default of Contractor, it shall have the additional right, at any time thereafter, to cancel and terminate this Contract. The notice required by this section may be served upon Contractor, by facsimile upon any official, agent or employee, or by certified mail, directed to Contractor at the address stated herein.

13. Any employee of Contractor who, while in discharge of his duties under the performance of this Contract, uses vile or profane language, or is otherwise disorderly or incompetent, shall, upon notice from the Borough, be transferred by Contractor; said notice from the Borough to transfer an incompetent or disorderly employee shall be given by either an authorized representative of the Council or the Mayor of the Borough.

14. Contractor is to remove all collected solid waste and recyclables to the Hunterdon County Transfer Station unless authorized or instructed by the Borough Council to another site.

15. Privately contracted garbage pick-ups and pick-ups not in compliance with this Contract, shall not be loaded in the same truck or result in additional charges or weight at the Transfer Station.

16. (a) The Contractor shall be required to purchase and maintain during the life of the Contract, comprehensive general and contractual liability insurance, comprehensive automobile liability insurance and workers' compensation insurance with limits of not less than the following:

1. For workers' compensation, unlimited coverage and in accordance with New Jersey statutes for employer's liability;

2. For comprehensive general and contractual liability insurance coverage, the policies to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the Contract, bodily injury liability limits of \$500,000.00 each person and property damage liability limits of \$1,000,000.00 each occurrence; and

3. For comprehensive automobile liability insurance coverage, bodily injury liability limits of \$500,000 each person and \$1,000,000 each occurrence, and property damage liability limits of \$1,000,000 each occurrence.

(b) The insurance certificate shall list the Borough as additional insured on the comprehensive general contractual liability, automobile liability, and umbrella policies.

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

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

(e) Certificates of insurance shall be delivered to the Borough at the time designated by the Borough, provided however, that the time so designated shall be prior to the commencement of performance.

17. Contractor may not assign or sublet this Contract in whole or in part without the written consent of the Borough.

18. To assure faithful performance of all parts of this Contract, commercial surety performance bond in the amount of one hundred (100%) of the yearly Contract price shall be provided.

19. During the performance of this Contract, Contractor agrees to comply with Attachment #1 Procurement and Service Contract - Mandatory Language.

20. The Contractor represents and covenants that it has been properly licensed by the Board of Public Utilities and the New Jersey Department of Environmental Protection.

21. The Contractor agrees to save and indemnify and keep harmless the Borough against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, his agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, or his employees or by Borough or its employees or any other person or persons and the said Contractor will defend any and all suits that may be brought against the Borough on account of any such accidents and will make good to and reimburse the Borough for any expenditures that said Borough may make by reason of such accident.

22. Contractor must enter the Borough for municipal pickup with an empty truck and the Mayor, Council Member or member of the Borough Police Department may stop and inspect said truck upon entry to verify that the truck is empty.

23. A date shall be set by the Borough Council and agreed to by Contractor sufficiently in advance of the scheduled date to allow advertising and notification of the residents and shall be referred to as the "municipal wide cleanup day". On the prearranged date Contractor will collect all items set at curbside for disposal throughout the Borough at all regular garbage pickup locations (see paragraph 1 above). The type of items intended to be collected include for example: furniture, rugs and carpets, construction material and debris less than four feet long, household items, toys, bicycles, automobile tires, and sporting equipment. Contractor shall not be required to pick up or collect the following: recyclable materials, hazardous waste, construction material and debris greater than four (4') feet long, cut trees or branches, liquids, concrete, sealed containers and any items not accepted by the Hunterdon County Transfer Station and such additional items as may be agreed from time to time between Contractor and Frenchtown and any such list of items shall be attached to this Contract as Schedule A.

24. Contractor agrees to timely provide the Borough with all tonnage weight reports (commonly called "weight slips" or "tonnage slips") indicating the total weight of material collected during each clean-up."

25. The Bid Specifications attached to this Contract are incorporated by reference and made a part hereof.

IN WITNESS WHEREOF, Contractor has set his hand and seal, and the Borough of Frenchtown has caused these presents to be signed by the Mayor and attested by the Clerk of the Borough the day and year first above written.

Attest:

_____ (L.S.)

Certificate of Public
Necessity and Convenience

Attest:

Borough of Frenchtown

Brenda S. Shepherd, Clerk

_____ (L.S.)
Brad Myhre, Mayor

7.2 PERFORMANCE BOND

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned, of _____
as **PRINCIPAL**, and _____, a corporation of the
State of _____, and authorized to do business in the State of
New Jersey as **SURETY**, are hereby held and firmly bound unto the
BOROUGH OF FRENCHTOWN as **OBLIGEE**, in the penal sum of
_____ Dollars (\$_____) for the payment
of which well and truly to be made, said **PRINCIPAL** and **SURETY**
hereby bind themselves, their heirs, executors, administrators,
successors and assigns.

Signed this ____ day of _____, 20__.

The condition of the above obligation is such that whereas, the
above named **PRINCIPAL** did on the ___ day of _____, 20__,
enter into a Curbside Solid Waste Collection and Curbside
Single Stream Recyclable Collection and Disposal Contract with
the **OBLIGEE**, which Contract is made part of this bond, the same
as though set forth herein;

Now, if the said **PRINCIPAL** shall well and faithfully do and
perform the things agreed by **PRINCIPAL** to be done and performed
according to the terms of the Contract, and shall pay all
lawful claims of beneficiaries as defined by N.J.S.A. 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 carrying forward, performing
or completing of the Contract, agreeing and assenting that this
undertaking shall be for the benefit of any beneficiary as
defined in N.J.S.A. 2A:44-143 having a just claim, as well as
for the **OBLIGEE** 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 **SURETY** hereby stipulates and agrees that no modifications,
omissions or additions in or to the terms of the Contract or in

or to the plans or specifications therefor shall in anyway affect the obligation of the **SURETY** on its bond.

Recovery of any claimant under this bond shall be subject to the conditions and provisions of Article 12, Chapter 44 of Title 2A of the New Jersey Statutes (N.J.S.A. 2A:44-143, et seq.) to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

IN WITNESS WHEREOF, the **PRINCIPAL** and **SURETY** have hereunto set their respective hands and seals or caused these presents to be signed and sealed by their proper representatives on the day and date set forth above.

WITNESS/ATTEST:

Principal

_____ By _____

ATTEST: _____
Surety

_____ By _____

NOTE: If the Principal is a partnership, the Bond must be signed by each of the individuals who is a partner.

If the Principal is a corporation, the Bond must be signed under its correct corporate name, by a duly authorized Officer, Agent, or Attorney-in-Fact.

If this Bond is signed by an Attorney-in-Fact, there must be attached to it, a certified copy of Power of Attorney, to sign the Bond.

There must be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the Contract.

7.3. VEHICLE DEDICATION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF _____ }SS:

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

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

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

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

Name of Firm or Individual

Title

Signature

Date: _____

Subscribed and sworn to before me
this ___ day of _____, 2015.

Notary Public of
My Commission expires _____, 20__.

7.4 CERTIFICATE OF INSURANCE

FORM TO BE SUPPLIED BY BIDDER

7.5 AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF _____ }SS:

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

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

Name of Firm or Individual

Title

Signature

Date: _____

Subscribed and sworn to before me
this ___ day of _____, 2020.

Notary Public of
My Commission expires _____, 20__.

7.6 AMERICANS WITH DISABILITIES ACT

BOROUGH OF FRENCHTOWN, HUNTERDON COUNTY

STATE OF NEW JERSEY :
COUNTY OF :

Name of Project:

I, _____ of the City/Town/Township _____,
(Name of Affiant)
in the State(Commonwealth) of _____, being of full age and duly
sworn according to law, on my oath depose and say that:

I am employed by the firm of _____, the Respondent
(Name of Respondent)
submitting the Proposal for the above named project, in the capacity
of _____, and I have executed the Proposal with full
(Title of Affiant)

authority to do so. Further, the Respondent will comply with the provisions
of the Americans with Disabilities Act of 1990 (42 U.S.C. §121 01 et seq.)
and shall require all subcontractors to comply with the provisions of the
Americans with Disabilities Act of 1990 (42 U.S.C. §121 01 et seq.)

Name of Firm or Individual Title

Signature Date

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

Notary Public:
My Commission expires on:_____

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 non-discrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this chapter 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 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 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.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor 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).

ATTACHMENT #2

BOROUGH OF FRENCHTOWN - October, 2019 MUNICIPAL DATA

RESIDENTIAL SOURCES:

Single family	425
Multi-family	5
Apartment/Condominiums	<u>20</u>
Total	451

Containers -

- A. Solid waste containers consist of a maximum of three (3) thirty-two (32) gallon containers per unit.
- B. Collection of recyclable materials will be from one (1) sixty-five (65) gallon cart with two (2) rear wheels, attached lid and handle for each residential pick-up. The cart may be new or reconditioned, be repaired and maintained by the contractor and will remain the contractor's property. The price includes providing a cart to each collection site.
- C. Dumpsters shall be provided and maintained by the contractor per the specifications in the agreed upon proposal.

COMMERCIAL SOURCES:

Total	61
-------	----

MUNICIPAL SOURCES:

Municipal buildings	2
Litter baskets	5 along Bridge and Race Streets, and those in public parks and parking lots

Sewer Plant	1 six (6) yard dumpster and container at River Road Pumping Station
-------------	---

Total

Containers - See above.

POPULATION: 1,373 according to 2010 census

AREA: 1.36 square miles

TOTAL ROAD MILES: 10.32 miles of state, county and
Municipal roads

TONNAGE REPORT (2019):

Solid Waste: _____

Type 10	432	tons
Recyclables	225	tons
Total	657	tons

THE BOROUGH OF FRENCHTOWN IS PROVIDING THIS MATERIAL FOR INFORMATIONAL PURPOSES ONLY.

EACH BIDDER HAS AN INDEPENDENT RESPONSIBILITY TO VERIFY THIS INFORMATION.

THE SUCCESSFUL CONTRACTOR IS REQUIRED TO COLLECT ALL SOLID WASTE AND RECYCLABLES FROM EACH COLLECTION SITE AND SOURCE IDENTIFIED IN THE BID SPECIFICATIONS EVEN IF THE ABOVE INFORMATION IS EXCEEDED.