



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

BOROUGH OF MOUNTAIN LAKES

UNIFORM BID SPECIFICATIONS

SOLID WASTE

AND RECYCLABLE MATERIALS

COLLECTION SERVICE

JULY 2017

**Borough of Mountain Lakes
Borough Manager's Office
400 Boulevard
Mountain Lakes, NJ 07046**

NOTICE TO BIDDERS

BOROUGH OF MOUNTAIN LAKES COUNTY OF MORRIS, STATE OF NEW JERSEY

NOTICE is hereby given that sealed bids will be received by the Borough Manager of the Borough of Mountain Lakes, State of New Jersey, located at 400 Boulevard, Mountain Lakes, New Jersey, on September 15, 2017 at 11:00 A.M. or as soon thereafter as the matter may be reached, for: **Solid Waste and Recycling Materials Collection Service for a Term of One (1) through Five (5) Years** in accordance with the Specifications and Information to Bidders prepared by the Borough.

No bids shall be received other than at the time and place herein designated for their receipt, unless mailed to the Mountain Lakes Borough Manager for receipt at the designated time and place. Information to Bidders, Form of Proposal and Specifications may be examined and obtained at the Office of the Mountain Lakes Borough Managers Office, 400 Boulevard, Mountain Lakes, New Jersey, during regular business hours.

Bidders are required to comply with the requirements of P.L. 1975, C127. (Affirmative Action Program, Equal Employment Opportunity).

Each bid shall be enclosed in a sealed envelope addressed to the Mountain Lakes Borough Manager, bearing the name of the bidder, upon which shall be designated:

BID – SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION SERVICE

The Borough of Mountain Lakes reserves the right to reject any and all bids, to waive any informalities or to accept the bid which in the Borough's judgment shall be in the best interest of the citizens of the municipality.

Bids must be prepared and submitted in standard proposal form in the manner designated within the Information to Bidders.

By Order of the Borough Council of the Borough of Mountain Lakes.

BOROUGH OF MOUNTAIN LAKES

By: _____

Richard J. Sheola
Borough Manager/QPA

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1.

INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Mountain Lakes is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a period of up to five [5] years, to commence on January 1, 2018 and ending on December 31, 2022 in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

1.2 CHANGES TO THE BID SPECIFICATIONS

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

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Borough Manager at 11:00 AM or as soon thereafter as possible at Mountain Lakes Borough Hall. Bids must be delivered by hand or by mail to the Borough Manager no later than 11:00 AM on September 15, 2017. 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 photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;

2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Borough of Mountain Lakes;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety; and
7. Bid Proposal.

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

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

2. DEFINITIONS

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

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

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

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

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

"Collection source" means a generator of designated collected solid waste to whom service will be

provided under the contract.

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

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

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

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

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

"Designated collected recyclable material" means: corrugated cardboard, chipboard, mixed office paper, other paper/magazines/junk mail/phone books, glass containers, aluminum cans, steel cans, plastic containers and aluminum scrap.

"Designated collected solid waste" means solid waste types 10, 12 and 27. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal facility" means those sites designated in the Morris County Solid Waste Management

Plan for use by the Borough of Mountain Lakes, namely the Morris County Transfer station, 1100 Edwards Road, Parsippany-Troy Hills, New Jersey Dual Stream Recycling – a method of recycling that keeps the fiber component — paper and cardboard — separate from containers, including glass and plastic containers and cans.

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

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

"Legal newspaper" means the Citizen of Morris County and the Daily Record of Morris County.

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

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

The Borough of Mountain Lakes is located in the central eastern portion of Morris County, New Jersey and is comprised of approximately one thousand four hundred fifty one thousand four-hundred and twenty nine (1,429) residential units over an area of three and one-tenth (3.1) square miles containing twenty-eight (28) miles of traveled roadway.

Single Stream Recycling - is a method of recycling which allows paper, cardboard, plastic, glass and metal to be mixed together for pickup.

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

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

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

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

E. Any Bid Proposal that does not comply with the requirements of the bid specifications and

N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2. BID GUARANTEES

A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Mountain Lakes in the amount of 10% of the highest aggregate five (5) year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Borough of Mountain Lakes.

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 Mountain Lakes.

3.4. "OR EQUAL" SUBSTITUTIONS

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

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

4. AWARD OF CONTRACT

4.1. GENERALLY

- A. The Borough of Mountain Lakes shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for

such longer period as may be agreed. All bidders will be notified of the Borough of Mountain Lakes decision, in writing, by certified mail.

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

C. The Borough of Mountain Lakes 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 Mountain Lakes rejects all bids, the Borough of Mountain Lakes shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Borough of Mountain Lakes 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 Mountain Lakes to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Borough of Mountain Lakes 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 year contract, the successful bidder shall provide a one year performance bond issued

by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond at a time concurrent with the delivery of the executed contract.

B. Failure to provide the required one year performance bond at the time and place specified by the Borough of Mountain Lakes 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 Mountain Lakes 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 two (2) year to five (5) year contract, the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond at a time concurrent with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Borough of Mountain Lakes 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 Mountain Lakes 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 Mountain Lakes in re-bidding the contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

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

B. Within seven days after receipt of notification of the Borough of Mountain Lakes intent to award any contract the contractor must submit one of the following to the contracting unit:

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

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

4.6. VEHICLE DEDICATION AFFIDAVIT

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

4.7. ERRORS IN PRICE CALCULATION

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

5. WORK SPECIFICATIONS

The Borough of Mountain Lakes has historically contracted for home side pick-up of solid waste and recyclable materials. The Borough is divided in to five (5) districts, with one district per day. The Borough would consider alternatives from bidders if there is a more efficient method of collection; however, the vendor MUST bid on a five district collection system. Also historically, the Borough has contracted for dual stream recycling but will consider single stream collection options; in addition, the Borough will accept bids with both Borough ownership of recyclable materials as well as the Contractor retaining ownership of same. Residential solid waste may only be accepted by the contractor if within specified "green" garbage bags as supplied by the Borough to residents.

5.1. OPTIONS

The Contractor shall provide service for each Option awarded by the Borough of Mountain Lakes. The Borough of Mountain Lakes shall select one collection Option for the contract period of one (1), two (2), three (3), four (4) or five (5) years in accordance with any of the option proposals submitted.

5.2. COLLECTION AREA

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

5.3. COLLECTION BASE BID and OPTIONS

BASE BID - HOMESIDE SOLID WASTE AND DUAL STREAM RECYCLABLE COLLECTION – BOROUGH RETAINS OWNERSHIP OF RECYCLABLE MATERIAL

The homeside collection of both solid waste and recyclables will be from a home side location within six (6) feet of the driveway of each place of service. Homeowners/occupants will keep all receptacles in one place and these containers will be immediately returned to the same place by the Contractor after emptying with lids replaced on top. Contractor shall not be obligated to enter garage or home to collect solid waste or recyclable material. There shall be no limit to the amount of recyclable material placed out for collection, with a maximum weight of 50 pounds per container.

NOTE: Vendor must provide a bid on this item in order to be considered a responsive bid.

NOTE: All solid waste disposal costs associated with this collection option will be paid by the Borough of Mountain Lakes to the Morris County Municipal Utilities Authority.

NOTE: All revenues from the marketing of designated recyclable materials will be property of the Borough of Mountain Lakes.

**OPTION 1-B HOMESIDE SOLID WASTE AND DUAL STREAM RECYCLABLE
COLLECTION – CONTRACTOR ASSUMES OWNERSHIP OF RECYCLABLE
MATERIAL**

The homeside collection of both solid waste and recyclables will be from a home side location within six (6) feet of the driveway of each place of service. Homeowners/occupants will keep all receptacles in one place and these containers will be immediately returned to the same place by the Contractor after emptying with lids replaced on top. Contractor shall not be obligated to enter garage or home to collect solid waste or recyclable material. There shall be no limit to the amount of recyclable material placed out for collection, with a maximum weight of 50 pounds per container.

NOTE: All solid waste disposal costs associated with this collection option will be paid by the Borough of Mountain Lakes to the Morris County Municipal Utilities Authority.

NOTE: All revenues from the marketing of designated recyclable materials will be property of the Contractor.

**OPTION 2A - HOMESIDE SOLID WASTE AND SINGLE STREAM RECYCLABLE
COLLECTION – BOROUGH RETAINS OWNERSHIP OF RECYCLABLE MATERIAL**

The homeside collection of both solid waste and recyclables will be from a home side location within six (6) feet of the driveway of each place of service. Homeowners/occupants will keep all receptacles in one place and these containers will be immediately returned to the same place by the Contractor after emptying with lids replaced on top. Contractor shall not be obligated to enter garage or home to collect solid waste or recyclable material. There shall be no limit to the amount of recyclable material placed out for collection, with a maximum weight of 50 pounds per container.

NOTE: All solid waste disposal costs associated with this collection option will be paid by the Borough of Mountain Lakes to the Morris County Municipal Utilities Authority.

NOTE: All revenues from the marketing of designated recyclable materials will be property of the Borough of Mountain Lakes.

**OPTION 2-B HOMESIDE SOLID WASTE AND SINGLE STREAM RECYCLABLE
COLLECTION – CONTRACTOR ASSUMES OWNERSHIP OF RECYCLABLE
MATERIAL**

The homeside collection of both solid waste and recyclables will be from a home side location within six (6) feet of the driveway of each place of service. Homeowners/occupants will keep all receptacles in one place and these containers will be immediately returned to the same place by the Contractor after emptying with lids replaced on top. Contractor shall not be obligated to enter garage or home to collect solid waste or recyclable material. There shall be no limit to the amount of recyclable material placed out for collection, with a maximum weight of 50 pounds per container.

NOTE: All solid waste disposal costs associated with this collection option will be paid by the Borough of Mountain Lakes to the Morris County Municipal Utilities Authority.

NOTE: All revenues from the marketing of designated recyclable materials will be property of the Contractor.

OPTION 3-A BOROUGH FACILITY CONTAINERS – BOROUGH RETAINS OWNERSHIP OF RECYCLABLE MATERIAL

The Contractor shall provide containers/dumpsters and twice per week dumpster/container collection services for solid waste and recycling at the following municipal complexes during the Contract period and according to the following schedule:

1. Borough of Mountain Lakes Municipal Building:
 - a. One (1) six cubic yard container for solid waste
 - b. Separate containers for mixed/co-mingled recyclables and paper. Size and type of container to be determined by the Contractor.
2. Borough of Mountain Lakes Department of Public Works Garage:
 - a. One (1) six cubic yard container for solid waste
 - b. Separate containers for mixed/co-mingled recyclables and paper. Size and type of container to be determined by the Contractor.
3. Birchwood Beach (Memorial Day through Labor Day)
 - a. One (1) six cubic yard container for solid waste
 - b. Separate containers for mixed/co-mingled recyclables and paper. Size and type of container to be determined by the Contractor.
4. Island Beach (Memorial Day through Labor Day)
 - a. One (1) six cubic yard container for solid waste
 - b. Separate containers for mixed/co-mingled recyclables and paper. Size and type of container to be determined by the Contractor.

Note: Under this option, all revenues from the marketing of designated recyclable materials will be the property of the Borough of Mountain Lakes.

NOTE: All solid waste disposal costs associated with this collection option will be paid by the Borough of Mountain Lakes to the Morris County Transfer Station.

OPTION 3-B BOROUGH FACILITY CONTAINERS – CONTRACTOR ASSUMES OWNERSHIP OF RECYCLABLE MATERIAL

The Contractor shall provide containers/dumpsters and twice per week dumpster/container collection services for solid waste and recycling at the following municipal complexes during the Contract period and according to the following schedule:

1. Borough of Mountain Lakes Municipal Building:
 - a. One (1) six cubic yard container for solid waste
 - b. Separate containers for mixed/co-mingled recyclables and paper. Size and type of container to be determined by the Contractor.
2. Borough of Mountain Lakes Department of Public Works Garage:
 - a. One (1) six cubic yard container for solid waste
 - b. Separate containers for mixed/co-mingled recyclables and paper. Size and type of container to be determined by the Contractor.
3. Birchwood Beach (Memorial Day through Labor Day)
 - a. One (1) six cubic yard container for solid waste
 - b. Separate containers for mixed/co-mingled recyclables and paper. Size and type of container to be determined by the Contractor.
4. Island Beach (Memorial Day through Labor Day)
 - a. One (1) six cubic yard container for solid waste
 - b. Separate containers for mixed co-mingled recyclables and paper. Size and type of container to be determined by the Contractor.

NOTE: Under this option, all revenues from the marketing of designated recyclable materials will be the property of the Contractor.

NOTE: All solid waste disposal costs associated with this collection option will be paid by the Borough of Mountain Lakes to the Morris County Transfer Station.

**OPTION 4-A BOROUGH OF MOUNTAIN LAKES BOARD OF EDUCATION
FACILITIES – BOROUGH RETAINS OWNERSHIP OF RECYCLABLE MATERIAL**

The Contractor shall provide containers/dumpsters and container/dumpster collection services for solid waste and recycling at the following Board of Education facilities during the Contract period and according to the following schedule:

1. Mountain Lakes High School with collection every school day in accordance with school calendar and twice weekly during recess.
 - a. One (1) ten cubic yard container for solid waste
 - b. Separate containers for mixed/co-mingled recyclables and paper. Size and type of container to be determined by the Contractor and will be sufficient to hold all materials at all times.

2. Briarcliff School with collection every school day in accordance with school calendar and twice weekly during recess.
 - a. One (1) six cubic yard container for solid waste
 - b. Separate containers for mixed/co-mingled recyclables and paper. Size and type of container to be determined by the Contractor and will be sufficient to hold all materials at all times.

3. Lake Drive School with collection every Monday, Tuesday, Thursday and Friday in accordance with school calendar and twice weekly during summer recess.
 - a. One (1) six cubic yard container for solid waste
 - b. Separate containers for mixed/co-mingled recyclables and paper. Size and type of container to be determined by the Contractor and will be sufficient to hold all materials at all times.

4. Wildwood School with collection every Monday, Tuesday, Thursday and Friday in accordance with school calendar and twice weekly during recess.
 - a. One (1) six cubic yard container for solid waste
 - b. Separate containers for mixed/co-mingled recyclables and paper. Size and type of container to be determined by the Contractor and will be sufficient to hold all materials at all times.

NOTE: Under this option, all revenues from the marketing of designated recyclable materials will be the property of the Borough of Mountain Lakes.

NOTE: All solid waste disposal costs associated with this collection option will be paid by the Borough of Mountain Lakes to the Morris County Transfer Station.

**OPTION 4-B BOROUGH OF MOUNTAIN LAKES BOARD OF EDUCATION
FACILITIES – CONTRACTOR ASSUMES OWNERSHIP OF RECYCLABLE
MATERIAL**

The Contractor shall provide containers/dumpsters and container/dumpster collection services for solid waste and recycling at the following Board of Education facilities during the Contract period and according to the following schedule:

5. Mountain Lakes High School with collection every school day in accordance with school calendar and twice weekly during recess.
 - a. One (1) ten cubic yard container for solid waste
 - b. Separate containers for mixed/co-mingled recyclables and paper. Size and type of container to be determined by the Contractor and will be sufficient to hold all materials at all times.
6. Briarcliff School with collection every school day in accordance with school calendar and twice weekly during recess.
 - a. One (1) six cubic yard container for solid waste
 - b. Separate containers for mixed/co-mingled recyclables and paper. Size and type of container to be determined by the Contractor and will be sufficient to hold all materials at all times.
7. Lake Drive School with collection every Monday, Tuesday, Thursday and Friday in accordance with school calendar and twice weekly during summer recess.
 - a. One (1) six cubic yard container for solid waste
 - b. Separate containers for mixed/co-mingled recyclables and paper. Size and type of container to be determined by the Contractor and will be sufficient to hold all materials at all times.
8. Wildwood School with collection every Monday, Tuesday, Thursday and Friday in accordance with school calendar and twice weekly during recess.
 - a. One (1) six cubic yard container for solid waste
 - b. Separate containers for mixed/co-mingled recyclables and paper. Size and type of container to be determined by the Contractor and will be sufficient to hold all materials at all times.

NOTE: Under this option, all revenues from the marketing of designated recyclable materials will be the property of the Contractor.

NOTE: All solid waste disposal costs associated with this collection option will be paid by the Borough of Mountain Lakes to the Morris County Transfer Station.

OPTION 5-A BOROUGH OF MOUNTAIN LAKES COLLECTION OF BULK WASTE

Under this section, the contractor shall provide delivery and removal of ten (10) to fifteen (15), 40 cubic yard roll off containers necessary for the collection and removal of bulk waste and white goods twice during the calendar year from the Borough's Department of Public Works facility, usually April and October but to be determined by the Borough annually. Containers will be filled with trash and debris, as well as rigid recyclables which will be disposed of at the facilities outlined in the document.

OPTION 5-B BOROUGH OF MOUNTAIN LAKES CURBSIDE COLLECTION OF BULK WASTE.

Under this section, the contractor shall provide for the curbside collection and disposal of bulk trash, white goods and construction debris excluded, two (2) times per year from every home in the Borough. The Borough shall pay all appropriate disposal fees directly to the facility.

5.5. COLLECTION SCHEDULE

All collection services, as described in these specifications, shall be performed on all designated days between 8:00 a.m. and 4:00 p.m. The following legal holidays may be exempted from the collection schedule: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. In the event that a day scheduled for the regular collection of solid waste or recyclable materials fall on a holiday and therefore no collection will be made on that day, the Contractor shall make collection on the next business day, including Saturday, following a holiday.

5.6. SOLID WASTE DISPOSAL

A. All solid waste collected within the Borough of Mountain Lakes shall be disposed of in accordance with the Morris County Solid Waste Management Plan. For the term of this contract, all solid waste collected pursuant to the terms of the contract shall be disposed of at the Morris County Transfer Station, 1100 Edwards Road Parsippany Troy Hills, New Jersey, 07054. Telephone #: 973-808-9651. All recyclable material collected pursuant to the terms of the contract shall be disposed of at Re Community 103 Iron Mountain Road Mine Hill, NJ 07803. 973 328-7001, which is a Certified Recycling Facility, by the New Jersey Department of Environmental Protection or such other facility as designated by the Borough..

B. The Borough of Mountain Lakes reserves the right to designate another disposal facility [or, if applicable, disposal facilities] in accordance with the Morris 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 Mountain Lakes will assume all additional costs or benefits that are associated with such designation.

C. The Borough retains the right to audit the contents of the collection vehicle at any time and at the expense of the contractor.

5.7. VEHICLES AND EQUIPMENT

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

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

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. Good working order can be defined as, but not limited to, no leaking of any fluids, waste materials, having operational brakes, turn signals and the like. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.

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

5.8. NAME ON VEHICLES

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

5.9. TELEPHONE FACILITIES AND EQUIPMENT

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

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

5.10. FAILURE TO COLLECT

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

5.11. COMPLAINTS

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

B. The Contractor shall submit a copy of all complaints received including the address of the complainant and the action taken to the Borough of Mountain Lakes Director of Public Works by the fifth (5th) working day of the following month.

C. Failure to comply with this section shall be cause to invoke the liquidated damage clause of the contract.

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.

5.13. INVOICE AND PAYMENT PROCEDURE

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

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

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

C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough of Mountain Lakes 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 Mountain Lakes shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the governing body; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

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

E. Where the Borough of Mountain Lakes will pay the costs of disposal, the disposal facility shall bill the Borough of Mountain Lakes 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 Mountain Lakes 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, proof of which shall be supplied at the beginning of the contract term and every time a new employee is hired by the contractor.

5.15. SUPERVISION OF EMPLOYEES

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

5.16. INSURANCE REQUIREMENTS

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

5.17. CERTIFICATES

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

5.18. INDEMNIFICATION

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

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

- ____ 6.2. Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- ____ 6.3. Statement of bidder's qualifications, experience and financial ability.
- ____ 6.4. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough of Mountain Lakes.
- ____ 6.5. Stockholder statement of ownership.
- ____ 6.6. Non-collusion affidavit.
- ____ 6.7. Consent of surety.
- ____ 6.8. Proposal.

Name of Firm or Individual

Title

Signature

Date

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

Name

Complete Address

Telephone Number

Certificate Number

Date

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

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

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS: [PROJECT NAME]

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

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

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough of Mountain Lakes to award to [NAME OF BIDDER] the contract for solid waste collection [and recycling] services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

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

4. I also understand and agree that the Borough of Mountain Lakes may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the Borough of Mountain Lakes, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough of Mountain Lakes with any information necessary to verify the answers given.

Name of Firm or Individual Title

Signature

Date

Subscribed and sworn to before me this

____ day of _____ 2017.

Notary Public of
My Commission expires _____, 20__.

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

QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the Borough of Mountain Lakes. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

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

1. How many years has the bidder been in business as a contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.

- (a) Name of contracting unit;
 - (b) Approximate population of contracting unit;
 - (c) Term of contract from to
 - (d) How were materials collected?
 - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.

12. List the name and address of three credit or bank references.
13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an Annual Report, a financial statement for the most recent year, which includes at a minimum the bidders assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.
14. The Borough traditionally has collected solid waste on a one district per day system with five (5) districts. In lieu of the five districts, describe your thoughts for an alternative collection process, for example splitting the Borough in to two sections with solid waste and recycling collected on the same day(s). **You must prepare your bid based on the traditional 5 districts; if you supply an alternate schedule, prepare a separate bid for each item and indicate in the columns so labeled..** If this alternative is presented, Solid Waste and Recycling must be collected on the same day in order to avoid multiple trucks on multiple days.

6.4 **BID GUARANTY**

**[FORM SUPPLIED BY
CONTRACTING UNIT]**

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

**[FORM SUPPLIED BY
CONTRACTING UNIT]**

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.: [PROJECT NAME]

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

I am employed by the firm of [NAME OF BIDDER], the bidder submitting the Bid Proposal for the above named project, in the capacity of [TITLE OF AFFIANT], and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or other wise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Mountain Lakes 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 _____ 2017_____.

Notary Public of

My Commission expires _____, 20__.

6.7 CONSENT OF SURETY

**[FORM SUPPLIED BY
CONTRACTING UNIT]**

6.8 PROPOSAL

Proposal for Solid Waste Collection beginning ____.

[NAME OF THE CONTRACTING UNIT]:

I or We

of

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

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

NOTE:

Bidders are required to sign all Option Proposal sheets.

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

Signature **Affix seal if** **a corporation.**

Title

6.8.1 PROPOSED BASE BID –FIVE DAY PER WEEK COLLECTION

<u>5 District Collection</u>				<u>Alternative Collection</u>		
<u>Year</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>
1				<u>N/A</u>	<u>N/A</u>	
2				<u>N/A</u>	<u>N/A</u>	
3				<u>N/A</u>	<u>N/A</u>	
4				<u>N/A</u>	<u>N/A</u>	
5				<u>N/A</u>	<u>N/A</u>	
Total				<u>N/A</u>	<u>N/A</u>	

Individual

Name of Firm or Title

Date

Signature

6.8.2 PROPOSED OPTION 1-B

<u>5 District Collection</u>				<u>Alternative Collection</u>		
<u>Year</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>
1						
2						
3						
4						
5						
Total						

Waste Directed to: [NAME OF FACILITY]
 [ADDRESS]

Individual

Name of Firm or Title

Date

Signature

6.8.2 PROPOSED OPTION 2-A

<u>5 District Collection</u>				<u>Alternative Collection</u>		
<u>Year</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>
1						
2						
3						
4						
5						
Total						

Waste Directed to: [NAME OF FACILITY]
 [ADDRESS]

Individual

Name of Firm or Title

Date

Signature

6.8.3 PROPOSED OPTION 2-B

<u>5 District Collection</u>				<u>Alternative Collection</u>		
<u>Year</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>
1						
2						
3						
4						
5						
Total						

Waste Directed to: [NAME OF FACILITY]
[ADDRESS]

Individual

Name of Firm or Title

Date

Signature

**6.8.4 PROPOSED OPTION 3-A – BOROUGH FACILITY CONTAINERS – BOROUGH
RETAINS OWNERSHIP OF MATERIALS**

5 District Collection			Alternative Collection			
<u>Year</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>
1						
2						
3						
4						
5						
Total						

Waste Directed to: [NAME OF FACILITY]
[ADDRESS]

Individual

Name of Firm or Title

Date

Signature

**6.8.5 PROPOSED OPTION 3-B – BOROUGH FACILITY CONTAINERS –
CONTRACTOR ASSUMES OWNERSHIP OF MATERIALS**

<u>5 District Collection</u>				<u>Alternative Collection</u>		
<u>Year</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>
1						
2						
3						
4						
5						
Total						

Waste Directed to: [NAME OF FACILITY]
[ADDRESS]

Individual

Name of Firm or Title

Date

Signature

**6.8.6 PROPOSED OPTION 4-A – BOARD OF EDUCATION FACILITY CONTAINERS
– BOROUGH RETAINS OWNERSHIP OF MATERIALS**

<u>5 District Collection</u>				<u>Alternative Collection</u>		
<u>Year</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>
1				<u>N/A</u>	<u>N/A</u>	
2				<u>N/A</u>	<u>N/A</u>	
3				<u>N/A</u>	<u>N/A</u>	
4				<u>N/A</u>	<u>N/A</u>	
5				<u>N/A</u>	<u>N/A</u>	
Total				<u>N/A</u>	<u>N/A</u>	

Waste Directed to: [NAME OF FACILITY]
[ADDRESS]

Individual

Name of Firm or Title

Date

Signature

**6.8.7 PROPOSED OPTION 4-B – BOARD OF EDUCATION FACILITY CONTAINERS
– CONTRACTOR ASSUMES OWNERSHIP OF MATERIALS**

<u>5 District Collection</u>				<u>Alternative Collection</u>		
<u>Year</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>	<u>Solid Waste</u>	<u>Recycling</u>	<u>Total</u>
1				<u>N/A</u>	<u>N/A</u>	
2				<u>N/A</u>	<u>N/A</u>	
3				<u>N/A</u>	<u>N/A</u>	
4				<u>N/A</u>	<u>N/A</u>	
5				<u>N/A</u>	<u>N/A</u>	
Total				<u>N/A</u>	<u>N/A</u>	

Waste Directed to: [NAME OF FACILITY]
[ADDRESS]

Individual

Name of Firm or Title

Date

Signature

6.8.8 PROPOSED OPTION 5-A – BULK WASTE ROLL OFF CONTAINERS

Provide 10 to 15, 30 yard containers up to twice per year at the DPW facility, 55 Pocono Road to facilitate residential household trash days.

SOLID WASTE CONTAINERS – PRICE PER CONTAINER PER EVENT

Year	Price Per Container
1	
2	
3	
4	
5	
Total	

Waste Directed to: [NAME OF FACILITY]
[ADDRESS]

Individual

Name of Firm or Title

Signature

Date

6.8.9 PROPOSED OPTION 5-B – CURBSIDE BULK WASTE COLLECTION

Provide for the collection and disposal of household bulk items, whitegoods and construction debris excluded, collected curbside from each home in the Borough up to two (2) times per year.

CURBSIDE COLLECTION OF SOLID WASTE – PRICE PER COLLECTION

Year	Price Per Collection (Do Not Multiply)
1	
2	
3	
4	
5	
Total	

Waste Directed to: [NAME OF FACILITY]
[ADDRESS]

Individual

Name of Firm or Title

Signature

Date

CHECKLIST OF BID ITEMS

To ensure that all items have been addressed, please place a check mark next to each item that is being bid.

Solid Waste & Dual Stream Recycling (Borough owns)	
Solid Waste & Single Stream Recycling (Borough owns)	
Solid Waste & Dual Stream Recycling (Contractor owns)	
Solid Waste & Single Stream Recycling (Contractor owns)	
Borough Facilities Solid Waste & Dual Stream Recycling (Borough owns)	
Borough Facilities Solid Waste & Single Stream Recycling (Borough owns)	
Borough Facilities Solid Waste & Dual Stream Recycling (Contractor owns)	
Borough Facilities Solid Waste & Single Stream Recycling (Contractor owns)	
Board of Education Solid Waste & Dual Stream Recycling (Borough owns)	
Board of Education Solid Waste & Single Stream Recycling (Borough owns)	
Board of Education Solid Waste & Dual Stream Recycling (Contractor owns)	
Board of Education Solid Waste & Single Stream Recycling (Contractor owns)	
Roll Off Containers @ DPW	
Curbside Collection of Bulk Trash	

7.0 CONTRACT DOCUMENTS

7.1. CONTRACT

**[FORM SUPPLIED BY
CONTRACTING UNIT]**

7.2. PERFORMANCE BOND

**[FORM SUPPLIED BY
VENDOR]**

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF _____ } SS: [PROJECT NAME]

I, _____, am the _____ of the _____, 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 Mountain Lakes 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 Borough of Mountain Lakes, 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 Mountain Lakes is not feasible, that the Borough of Mountain Lakes will not be responsible for disposal costs for waste generated outside the Borough of Mountain Lakes.

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

Name of Firm or Individual

Title

Signature

Date _____

Subscribed and sworn to before me this

_____ day of _____ 2017_____.

Notary Public of

My Commission expires _____, 20__.

7.4. CERTIFICATE OF INSURANCE

**[FORM SUPPLIED BY
VENDOR**

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.: [PROJECT NAME]

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 _____ 2017 _____.

Notary Public of

My Commission expires _____, 20__.

ATTACHMENT #1

Procurement and Service Contract - Mandatory Language

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

ATTACHMENT #2

BOROUGH OF MOUNTAIN LAKES - MUNICIPAL DATA

RESIDENTIAL SOURCES:

Single family	1,397
Multi-family	0
Apartment/Condominiums	24 units
TOTAL	1,421

Containers [PROVIDE VOLUME OR WEIGHT LIMITS, TYPE, OTHER RELEVANT INFORMATION]

COMMERCIAL SOURCES:

Total Not part of this contract

Containers Not applicable – no commercial sources

INSTITUTIONAL SOURCES:

Schools 4 Public schools

Containers to be provided by vendor per specification

MUNICIPAL SOURCES:

Municipal buildings	2 units – Borough Hall & DPW facility
Litter baskets	2 lakefront beach recreation areas (year round)
OTHER	2 units (2 beaches – Memorial Day through Labor Day
	10 – 15 30 yard roll off units to be provided at public works yard
Total	4

POPULATION: Approximate population of 4,200 with no significant changes projected in the next five years.

AREA: 3.1 square miles

TOTAL ROAD MILES: Approximately 28 road miles

TONNAGE REPORT

TYPE	2012	2013	2014	2015	2016
Household Garbage (tons)	1,372.97	1,339.15	1,329.46	1,240.53	1,302.96
Recycling Co-mingled	n/a	205.45	211.53	243.69	221.61
Residential Fiber	n/a	348.05	308.86	369.13	328.50

APPENDIX A

Appendix A: Wording of the Uniform Bid Specifications

(a) The requirements concerning the wording of the uniform bid specifications are as follows:

1. All requests for bid proposals for municipal solid waste collection services shall conform to the form contained herein, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted; and

2. The forms provided are mandatory, all other forms shall be provided by the contracting unit in accordance with the provisions of this subchapter.