

BID SPECIFICATIONS

CURBSIDE BULK WASTE COLLECTION AND DISPOSAL

BID OPENING DATE: April 24, 2013
TIME: 10:00 A.M.

TOWNSHIP OF WANTAGE
SUSSEX COUNTY
NEW JERSEY

MAYOR
Ronald Bassani

TOWNSHIP COMMITTEE MEMBERS
William Gaechter
William DeBoer

MUNICIPAL CLERK/ADMINISTRATOR
James R. Doherty

Bid Package Fee
\$10
(non-refundable)

February 2013

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NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Township Administrator of the Township of Wantage, County of Sussex, for the following service: CURBSIDE BULK WASTE COLLECTION AND DISPOSAL.

Bids will be opened and read in public at the Wantage Township Municipal Building, 888 State Route 23, Wantage Township, Sussex County, New Jersey, on **April 24, 2013**, at 10:00 a.m., prevailing time. The Township will award a contract based upon the lowest bid to responsive, responsible bidder submitted the lowest bid.

Specifications and Forms of Bids for the approved work may be obtained by prospective bidders, during business hours, in the office of the Municipal Clerk, at the Wantage Township Municipal Building, 888 State Route 23, Wantage, New Jersey. Payment of \$10 required for the cost of the bid document package is non-refundable.

Bids must be submitted in 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 Township Administrator, Township of Wantage, 888 Route 23, Wantage, New Jersey 07461, to be accompanied by a cashier's check or bid bond made payable without condition to the Township of Wantage in an amount not less than 10% of the amount of the bid, but not to exceed \$20,000 as per N.J.S.A. 40A:11-21. The Township will not be responsible for late mail deliveries and no bids will be accepted after the time stipulated in the NOTICE TO BIDDER.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The Wantage Township Committee reserves the right to award a contract in its sole discretion and further reserves the right to reject any and all bids, waive irregularities, and decide as to the responsibility of the bidders, and make award on a lump sum basis.

The Township of Wantage recognizes and complies with the requirements of the Americans With Disabilities Act of 1990. As such, the Township of Wantage endorses nondiscrimination on the basis of disability in every public service provided through municipal departments, programs and contractors. It is a requirement and an expectation that all vendors who do business with the Township shall likewise endorse the philosophy of this act, and shall strive to meet the requirements of it in conducting its business affairs.

James R. Doherty, Township Administrator
TOWNSHIP OF WANTAGE
Municipal Building
888 Route 23
Wantage, New Jersey 07461

SECTION 1: INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Township of Wantage is soliciting bid proposals from bulk waste collectors interested in providing curbside bulk waste collection and or disposal for the year **2013**, to commence upon the award of the contract and ending on **December 31, 2013**, 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 New Jersey Herald, The New Jersey Sunday Herald and The Star Ledger.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Township Administrator at **10:00 A.M. on April 24, 2013**, at the Wantage Township Municipal Building, 888 Route 23, Wantage, New Jersey. Bids must be delivered by hand or by mail to the Township Administrator no later than **10:00 A.M. on April 24, 2013**. 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

Every bidder shall submit all items listed on the checklist, including the following documents, 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 Township of Wantage;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety; and
7. Bid Proposal.
8. Business Registration Certificate, if not previously provided to the Township.

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.

SECTION 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 bulk 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 bulk 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.

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

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

"Disposal facility" means those sites designated in the Sussex County Bulk Waste Management Plan for use by The Township of Wantage.

"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.

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

"Legal newspaper" means The New Jersey Herald and The New Jersey Sunday Herald.

"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 Township of Wantage.

"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.

"Township Administrator" is the Wantage Township Administrator or such other person authorized by the contracting unit to procure and administer contracts for bulk waste collection services.

SECTION 3: *BID SUBMISSION REQUIREMENTS*

3.1 BID PROPOSAL

- A. Each bid shall specify the cost to the Township of Wantage on a per ton basis.
- B. 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.
- C. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by The Township of Wantage in the advertisement for bids.
- D. 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.
- 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 Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to The Township of Wantage in the amount of 10% of the 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 Township of Wantage.

3.3 EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by The Township of Wantage.

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 Township of Wantage.

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 Township of Wantage 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.

SECTION 4: AWARD OF CONTRACT

4.1 GENERALLY

- A. The Township of Wantage shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Township of Wantage's decision, in writing, by certified mail.
- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.
- C. The Township of Wantage reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Township of Wantage rejects all bids, The Township of Wantage 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 Township of Wantage shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for The Township of Wantage to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3 RESPONSIBLE BIDDER

The Township of Wantage 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. The successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide the performance bond to the Township Administrator within 14 days of the contract award, but in no case later than the time the contract is signed by the successful bidder.
- B. Failure to provide the required performance bond at the time and place specified by The Township of Wantage shall be cause for assessment of damages as a result thereof in accordance with these bid specifications. In the event that the successful bidder fails to provide said performance bond, The Township of Wantage 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 A above.

4.5 AFFIRMATIVE ACTION REQUIREMENTS

- A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
- B. Within seven days after receipt of notification of the Township of Wantage's intent to award any contract the contractor must submit one of the following to the contracting unit:
 - (1) If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a 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 Township of Wantage may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for The Township of Wantage to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6 VEHICLE DEDICATION AFFIDAVIT

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

4.7 ERRORS IN PRICE CALCULATION

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

4.8 WAGE REPORTING.

If awarded the contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 34:11-68 regarding the maintenance and inspection of wage reporting records.

SECTION 5: WORK SPECIFICATIONS

5.1 COLLECTION

Collection shall be made along improved public streets, roads and on or along any other streets and roads where premises are located.

The Contractor shall pick up all bulk trash (500 lb maximum per residence) placed at curbside. Bulk trash shall be collected once from each residence during the time period from **June 3, 2013, through June 15, 2013.**

5.2 COLLECTION TIME AND FREQUENCY

Collection in residential areas shall not commence earlier than 7:00 a.m. and shall be completed by 4:00 p.m. daily. There shall be no collections on Sunday, except in cases of emergency and only then upon approval of the Township Administrator. The Township reserves the right to regulate the hours of commencement and the performance of collection and to issue orders, from time to time, as it deems necessary in the interest of comfort, health and convenience of the public.

In the event that the scheduled pickup dates fall on a holiday not worked by the bidder, the bidder is required to pick up the material on the next working day without interruption to the pre-established collection schedule.

In the event of inclement weather, collection will take place unless called off by a Municipal Official. In the event that collection is cancelled due to weather, the bidder shall collect the material on the next working day without interruption of the established schedule.

5.3 BULK WASTE DISPOSAL

- A. All bulk waste collected within the Township of Wantage shall be disposed of in accordance with the Sussex County Bulk Waste Management Plan. Bulk waste collection shall include the collection of white goods (household appliances, separated metal, large auto parts, etc.) and electronics (computers, phones, stereos, etc.). White goods and electronics shall be collected by the contractor and disposed of at a lawful recycling facility designated within the Sussex County Bulk Waste Management Plan. The contractor shall provide a recycling tonnage report to the Wantage Township Recycling Coordinator.
- B. The Township of Wantage reserves the right to designate a disposal facility in accordance with the Sussex County Bulk Waste Management Plan and/or any waste flow orders.

5.4 VEHICLES AND EQUIPMENT

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

- B. All collection trucks shall be of the type appropriate for hauling bulk items. 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 Township 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 Township 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 Township Administrator.

5.5 NAME ON VEHICLES

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

5.6 TELEPHONE FACILITIES AND EQUIPMENT

- A. The Contractor must provide and maintain an office within reasonable proximity of The Township of Wantage 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 8:30 a.m. and 4:30 p.m. The Township of Wantage shall list the Contractor's telephone number in the Telephone directory along with other listings for The Township of Wantage.

5.7 FAILURE TO COLLECT

- A. The Contractor shall report to the Township 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 bulk waste no later than the next regularly scheduled collection day. In those cases where collection is scheduled on a one collection per week basis, that collection will be made as soon as possible, but in no event later than the next scheduled collection day.

5.8 COMPLAINTS

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

5.9 SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract. The Contractor shall be subject to the Liquidated Damage (§6.14) clause herein contained for breach hereof.

5.10 INVOICE AND PAYMENT PROCEDURE

- A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.
 - (1) Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to The Township of Wantage for the preceding calendar month (the "Billing Month").
 - (2) Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to The Township of Wantage for reimbursement.
- B. The Township of Wantage shall pay all invoices within 30 days of receipt. The Township of Wantage will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township of Wantage 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 Township of Wantage shall be charged shall be the difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle.
- D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, The Township of Wantage 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.

5.11 COMPETENCE OF EMPLOYEES

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

5.12 SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Township 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 Township Administrator, in writing, of any changes.

5.13 INSURANCE REQUIREMENTS

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

The Township of Wantage is to be indemnified and held harmless from losses. The Township of Wantage is to be named as an additional insured by the successful bidder during the life of the project. The successful bidder will be required to provide a Certificate of Insurance identifying the Township of Wantage as an additional insured on their insurance policy.

- A.
 - (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 \$1,000,000 each person and property damage liability limits of \$3,000,000 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 governing body 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 in this paragraph shall remain in full force and effect until the final contract payment.
- D. Each insurance policy shall provide that neither the contractor, no 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 drained so as to protect all of the parties.
- E. Certificates of insurance shall be delivered to the Township of Wantage prior to or upon signing of the contract.

5.14 CERTIFICATES

Upon notification by The Township of Wantage, the lowest responsible bidder shall supply to the Township 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.

5.15 INDEMNIFICATION

The Contractor shall indemnify and hold harmless The Township of Wantage from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by The Township of Wantage 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 form 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.

SECTION 6: ADDITIONAL TERMS AND CONDITIONS

6.1 BID PROPOSAL PREPARATION

All proposals shall be made with typewriter or pen or ink. Each bid must be signed in pen or ink by a person authorized to do so. Proposals showing any erasure alteration must be initialed by the bidder in ink. Where discrepancies occur between unit figure and the extension, the unit figure will prevail. All bids must be placed in a sealed envelope plainly marked on the outside of the envelope "BID FOR BULK WASTE PICKUP AND DISPOSAL". All bid proposals must be received prior to the time and date set for the opening. In the case of mailed bids the Township assumes no responsibility for bids received after the designated date and time. The late bid will be returned to the bidder unopened.

6.2 SALES TAXES

N.J.S.A. 54:32B-1 et seq. exempts all materials sold to New Jersey Municipalities for sales or use taxes. Do not include them in figuring price.

6.3 EXCISE TAXES

The Township Committee is not subject to any Federal Excise Taxes. Under Chapter 32 of the Internal Revenue Code an exemption certificate covering this exemption is on file with the Director of Finance and is Number 226002317. In the event use of the exemption of certificate number is not sufficient for the contractor to reclaim for himself such charges individual exemption will be signed by a Township official with the order on request. Items and accounts are to be in accordance with the Federal Excise Tax Guide Third (3rd) Edition issued in July 1962, or any subsequent revised version or edition. Excise Taxes are not to be included in figuring prices and on bills but the amount of the tax that would normally apply must be shown as a separate item on both the proposal and the bill.

6.4 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150, is hereby made a part of every contract entered into on behalf of the Township of Wantage except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any sub-contractor(s) he might employ to perform the work covered by this proposal are listed or on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

6.5 COMPLIANCE – LAWS

The bidder must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be performed.

6.6 COMPLIANCE – STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

6.7 DEVIATION FROM SPECIFICATIONS

Proposals incorporating deviation, which, in the opinion of the Township Committee departs from the intent and purpose of these specifications and conditions, will not be considered.

6.8 BID PRICES

- A. All prices quoted shall be firm and not subject to increase during the period of the contract.
- B. In the event vendor decreases its price during the contract period, the Township shall receive full benefit of such price reduction. The Township Administrator must be notified in writing of any price reduction within five (5) days of the effective date.

6.9 BIDDERS GUARANTEE

By submitted a proposal, the bidder covenants and agrees that he has satisfied himself from his own investigation of the conditions to be met, that he fully understands his obligations and that he will not make any claim form, or have the right to, cancellation or relief without penalty of the contract because of any misunderstanding or lack of information.

6.10 TERMINATION OF CONTRACT

The Township reserves the right to terminate any contract entered into as a result of this bid provided written notice has been given by the Township Administrator to the contractor at least thirty (30) days prior to such proposed termination date.

6.11 CONTRACT CHANGES

During the period of the contract, no change will be permitted in any of its conditions and specifications unless the contractor receives written approval from the Township Administrator.

6.12 SUBCONTRACTING OR ASSIGNMENT

The contract may not be subcontracted or assigned by bidder, in whole or in part, without the prior written consent of the Township Administrator.

6.13 DEBARRED LIST OF VENDORS

Bids will not be considered from any bidder listed on the debarred list published by the State of New Jersey.

6.14 LIQUIDATED DAMAGES

The contractor agrees to make regular collections as may be required by the Wantage Township Committee or its designated representative, on any day, time and in the manner set forth in any rules and regulations which the Township Committee, or its designated representative may make. Due to the uncertainty in determining the specific damages the Township would incur as a result of the Contractor's failure to collect bulk waste on the days and times specified by the Contract, the Contractor agrees to pay as liquidated damages the sum of \$100 per dwelling for which it fails to collect the bulk materials based on the schedule provided for in the Contract.

6.15 ROUTES

The contractor shall establish routes agreeable to Township and shall not be changed so that service to residents will be reasonably uniform in time and pattern. The routes shall be established by the contractor subject to the approval of the Township Council.

6.16 INDEPENDENT CONTRACTOR

It is acknowledged by the bidder that it is an independent contractor and as such will be responsible for all damage, loss or injury to personal property that may arise or be incurred during the conduct of the work. The bidder shall indemnify and hold harmless and defend the Township from and against any and all liability for loss, damage, injury or expense which the Township may suffer or for which the Township may be held responsible.

6.17 FAILURE TO PERFORM WORK

In the event the bidder fails to perform the work and services provided in this contract in a good and workmanlike manner, the Township shall have the right to perform or correct the work and services and recover the reasonable costs by deducting the amount from any monies which may be due the bidder. The remedy provided in this section shall be in addition to any other remedy provided in the contract or by law.

6.18 CHANGES

All items which are necessary in order to provide **CURBSIDE BULK WASTE COLLECTION AND DISPOSAL SERVICES** as required shall be furnished by the successful bidder at the bid price whether or not all details are specified herein.

The Township without invalidating the contract, may order changes consisting of additions, deletions, modifications and the contract sum shall be adjusted accordingly. All such changes in the contract shall be authorized by written change order signed by the Township Administrator.

The cost or credit to the Township from a change in the contract shall be determined by mutual agreement before executing the change involved.

The Township Administrator may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the items are being purchased.

6.19 ADDITIONAL CLAIMS

Successful bidder agrees he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions relating to the contract.

6.20 PERMITS, LICENSES, AND CERTIFICATIONS

The contractor shall be responsible for all necessary permits, licenses and certifications required by any government agency exercising statutory control over the collection, transport, and disposal of bulk wastes.

6.21 ORAL INSTRUCTIONS

No interpretation of the meaning of the Specifications or Contract Documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to the Township Administrator. Such request to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which when issued will be mailed by Certified Mail to all prospective bidders currently on record, not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All Addenda so issued shall become part of the Contract Documents.

6.22 GOVERNING LAW, STATE AND FUNDING

This contract shall be governed by and construed in accordance with N.J.A.C. 7:26H-6.1 et seq., as well as the Local Public Contracts Law of the State of New Jersey. (N.J.S.A. - Title 40A:11 et seq. and N.J.A.C. 5:34-1 et seq.). All contracts are subject to the availability and appropriation of funds annually.

6.23 CONFORMANCE TO CONTRACT SPECIFICATIONS

The Township Administrator shall at all times be the sole judge of whether the contractor is conforming to the terms of the contract and the performance shall be at all times subject to the direction of the Township Administrator or her duly authorized representative.

6.24 GENERAL CONDITIONS

A. It shall be the responsibility of the bidder to inspect the Township of Wantage and to conduct any and all necessary research or investigation with respect to current laws and regulations concerning bulk waste so that they will be able to exercise their own judgment with respect to all the circumstances affecting the cost of service in question and the volume of work to be performed.

The contractor shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a public nuisance. The Township retains the right to require the contractor to halt all work activities until such conditions are resolved.

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

C. The contractor shall see to it that all employees, agents, and representatives shall conduct themselves in a quiet, decent, and law-abiding manner. They must apply themselves diligently to the performance of the necessary work and clean up all spilled bulk waste material from the sidewalks, curbs, streets, and alleys when spilled from collection containers, trucks or equipment. At all times, they must refrain from neglect, insolence, or any improper conduct.

D. If actual experience should prove that the contractor requires and needs more equipment and/or personnel to fulfill the contract in a satisfactory and professional manner, the contractor shall furnish any additional equipment and/or personnel at no increase in the total contract cost.

E. Damage to private or Township property as the result of the contractor's equipment or personnel must be reported in writing to the Township Administrator within twenty-four (24) hours. It is also the sole responsibility of the contractor to repair any and all damage(s) caused by their firm.

F. In order to maintain the health, safety, and welfare of the residents of the Township of Wantage, as well as the Township's infrastructure, the contractor's equipment must be of appropriate size and design to safely traverse and travel the streets/alleys of the municipality. In addition, the contractor must comply with the State approved weight limits for bridges within the Township of Wantage, New Jersey.

G. Any and all questions, comments, concerns or request for additional information should be written and directed to the following Township office:

Township Administrator, **TOWNSHIP OF WANTAGE**
Municipal Building, 888 Route 23, Wantage, New Jersey 07461
Phone (973) 875-7192

H. Upon execution of the contract the successful bidder must file two copies of the executed contract with the Bureau of Solid Waste Regulation, Division of Solid and Hazardous Waste, in accordance with the requirements of N.J.A.C. 7:26H-6.11 and 7:26H-5.7(b)3. Proof of filing must be submitted to the Wantage Township Administrator.

I. Bidders and their subcontractors, if any, must comply with the provisions of P.L. 2004 c.57 (N.J.S.A. 52:32-44) and submit proof that the bidder is registered with the New Jersey Department of the Treasury, Division of Revenue, by including a copy of the Business Registration Certificate issued to the bidder and any subcontractor by the Division of Revenue in the Bid Package returned to the Township. The only acceptable proof is the "Business Registration Certificate" provided by the New Jersey Division of Revenue. **THE BIDDER NEED NOT COMPLY WITH THIS CONDITION IF A BUSINESS REGISTRATION CERTIFICATE IN COMPLIANCE WITH P.L. 2004 C. 57 (N.J.S.A. 52:32-44) HAS PREVIOUSLY BEEN SUBMITTED AND IS ON FILE WITH THE TOWNSHIP.**

6.25 GENERAL INFORMATION

The following information is made available to all bidders and is submitted for information purposes only, for which the Township makes no representation as to accuracy. It is understood that the bidder will make their own investigation as to the accuracy of the following statistics.

1. There are approximately 69 square miles in the Township.
2. There are approximately 3,000 dwellings, which require service under the terms of this contract.
3. There are approximately 120 miles of Township roads, and 6 miles of private roads, which have occupied premises requiring collection services. Premises located along State or County roads will also require service.
4. The estimated Township population is 11,360.
5. The amount of tonnage collected from the prior year Bulky Waste Collection Program in Wantage Township was 52.24 tons.

SECTION 7: BID DOCUMENTS

7.1 DOCUMENT SUBMISSION CHECKLIST

ITEMS MANDATORY FOR BID PROPOSAL

**CURBSIDE BULK WASTE COLLECTION AND DISPOSAL
WANTAGE TOWNSHIP**

This bidder shall submit, with the Bid Proposal, the following Items Mandatory for Bid Proposal. In order to be considered an adequate submission, each item must meet the requirements of the relevant statute and must be legally binding on the bidder.

By initialing the entries herein, the bidder indicates that the required items have been included with the Bid Proposal as required herein.

	<u>Page</u>
<input type="checkbox"/> Bidder's Business Registration Certificate	
<input type="checkbox"/> Bidder's Business Registration Certificate is included or or presently on file with the Township	
<input type="checkbox"/> Bid Proposal Form	23
<input type="checkbox"/> Bidder's Acknowledgement of Receipt of Notices, Revisions or Addenda	25
<input type="checkbox"/> Certificate of Public Convenience and Necessity/A-901 Approval Letter	26
<input type="checkbox"/> Statement of Bidder's Qualifications, Experience and Financial Ability	27
<input type="checkbox"/> Questionnaire	28
<input type="checkbox"/> Bid Guarantee Statement	31
<input type="checkbox"/> Compliance with Specifications	32
<input type="checkbox"/> Disclosure Statement	33
<input type="checkbox"/> Non-Collusion Affidavit	34
<input type="checkbox"/> Requirement for Consent of Surety	35
<input type="checkbox"/> Consent of Surety	35
<input type="checkbox"/> Equipment/Manpower List	37

<input type="checkbox"/> Ownership Statement	38
<input type="checkbox"/> No Bid Response Form.....	39
<input type="checkbox"/> Affirmative Action Instructions	40
<input type="checkbox"/> Affirmative Action Questionnaire	42
<input type="checkbox"/> Affirmative Action Affidavit.....	43
<input type="checkbox"/> Certification of Contract	44
<input type="checkbox"/> References	48
<input type="checkbox"/> Financial Responsibility Form	49
<input type="checkbox"/> Certification of Bidder's Status on the State Treasurer's List of	50
Debarred, Suspended and Disqualified Bidders	
<input type="checkbox"/> Equipment Certification.....	51
<input type="checkbox"/> Vehicle Dedication Affidavit.....	52
<input type="checkbox"/> Certificate of Insurance	53
<input type="checkbox"/> Proposed Contract	54

I hereby certify that I have enclosed with the Bid Proposal, each of the above initialed documents.

Name of Bidder

Signature

Name & Title

Date: _____, 2013

7.2 PROPOSAL FORM

To the Mayor and Township Committee
Township of Wantage
Sussex County, NJ 07461

PROPOSAL OF

ADDRESS

For the collection and disposal of Bulk Trash.

We hereby certify that we are the only person or persons interested in this bid, that it is made without collusion with any person, firm or corporation making another bid for the same contract, that the bid is in all respects fair and that no officer of the Township of Wantage or any person in the employ of the Township is directly or indirectly interested in this bid or in the supplies of work to which it relates or in the profits of any portion thereof.

We further declare that we have carefully examined the NOTICE TO BIDDERS, the Terms and Conditions and Specifications, herein referred to and propose to provide and deliver all necessary materials and services. Attached is our Bid Proposal in standard form as prescribed by the specification outlined in the document.

Accompanying this Proposal is a Cashier's check, or Bid Bond, made payable to the Township of Wantage in the sum of not less than ten percent (10%) of the bid, not to exceed \$20,000, which the undersigned agree is to be forfeited as liquidated damages and not as a penalty if the contract is awarded to the undersigned and the undersigned fail to execute the contract within the stipulated time; other the Check or Bond will be returned to the undersigned.

BID SECURITY (check one)

Cashier's Check

Bid Bond

Security Amount Submitted: \$_____

Proposal form (continued)

The Township will award a single contract to the responsive, responsible Bidder submitting a bid, based on the lowest lump sum total bid price for the specified service to the lowest responsive bidder.

Bid – CURBSIDE BULK TRASH COLLECTION AND DISPOSAL:

Cost per ton:

Amount of Bid (numbers): \$ _____

Amount of Bid (words): _____

Name of Bidder: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Bidder's Authorized Agent: _____

Signature: _____

Date: _____

7.3 BIDDER'S ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA TO THE ADVERTISEMENT OR BID DOCUMENTS

The undersigned bidder acknowledges receipt of the following Notices, Revisions or Addenda to the Advertisement or Bid Documents:

Notice, Revisions or Addendum No.	Date of Notice, Revision or Addendum
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If this form does not apply, check this box and initial this form. _____

Failure of the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents, in this document shall be deemed a fatal defect that shall render the bid proposal unresponsive and cannot be cured.

Name of Bidder

Signature

Name & Title

Date: _____, 2013

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

Name _____

Complete Address _____

Telephone Number _____

Certificate Number _____

Date _____, 2013

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

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

STATE OF NEW JERSEY; COUNTY OF _____ SS:

I, _____(name), am the _____(title) of the _____(bidder name), 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 Township of Wantage to award to _____ the contract for bulk waste collection and disposal 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 Township of Wantage 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 Township of Wantage 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 Township of Wantage, 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 Township of Wantage 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 _____, 2013.

Notary Public of _____
My Commission expires on _____

Note: A partnership must specify the partnership name and the names of all partners. A corporation must give full corporate name and signature of appropriate official, and the corporate seal affixed. A limited liability company must give the company name and signature of the managing member, as well as the names of all members.

7.5 QUESTIONNAIRE

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

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

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

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

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

4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Township of Wantage 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 bulk 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 bulk waste;

(f) Name and telephone number of Township 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, and a financial statement for the most recent two year period (calendar or fiscal).

14. Additional remarks.

(authorized signature)

(type or print name)

Position: _____

Company: _____

Address: _____

Dated: _____ 2013

7.6 BID GUARANTEE STATEMENT

**CURBSIDE BULK WASTE COLLECTION AND DISPOSAL
WANTAGE TOWNSHIP, 2013**

A guarantee is accompanying this bid in the amount of _____ and is one of the following options:

- (1) Certified Check
- (2) Cashier's Check
- (3) Bid Bond

from a reputable Insurance Company which the undersigned agrees is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned, and the undersigned shall fail to execute the contract for the project or furnish the performance bond required within the stipulated time, otherwise the guaranty will be returned to the undersigned.

- an individual
- a partnership
- a corporation
- a limited liability company
- (circle one)

the State of _____

having principal offices at: _____

(authorized signature)

(type or print name)

Position: _____

Company: _____

Address: _____

Dated: _____, 2013

NOTE: ATTACH BID BOND OR CHECK HERE

7.8 DISCLOSURE STATEMENT

The undersigned is: _____ An Individual
_____ A Partnership
_____ A Corporation
_____ A Limited Liability Company

Under the laws of the State of _____

Having its principal office at: _____

By: _____

(Signature of Individual, Partner
or Officer Signing the Proposal.)

Title: _____

(Affix Seal Here)
(Required if bidder is a Corporation)

If a Partnership, Corporation or Limited Liability Company, give the names of the partners, officers of members of the entity with the address of each:

NAME

ADDRESS

7.10 REQUIREMENT FOR CONSENT OF SURETY

The Contractor bidding this single overall contract shall furnish to Township of Wantage Certificates of Surety for a Performance Bond for an amount equal to 100% of the Bid price, and for a Payment Bond for an amount equal to 100% of the Bid price. Certificates of Surety may be supplied by the Bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling the required amounts. Certificates of Surety and Bonds shall be on the forms included in the Contract Documents.

7.11 CONSENT OF SURETY

WHEREAS the Contractor named below has requested that the undersigned Surety Company provide the bonds required by this-- Contract of Wantage Township, Sussex County, New Jersey.

WHEREAS the undersigned Surety Company desires to provide a statement as required by the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-22, that it will provide the bonds in the forms and amounts required;

NOW THEREFORE, in consideration of the premises and One Dollar (\$1.00), lawful money of the United States to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned Surety Company hereby certifies and agrees that this Contract of Wantage Township, Sussex County, New Jersey;

It will become bound as surety and guarantor, in a penal sum equal to 100% of the Contractor's accepted bid for this Contract, for the faithful performance of the Contract according to its terms and conditions. It will become bound as surety and guarantor, in a penal sum equal to 100% of the Contractor's accepted bid for his Contract, for the payment of all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations 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, such guarantee to remain in effect through the end of the period within which such claims must be asserted under the New Jersey Municipal Mechanics' Lien Law; and

It will become bound as surety and guarantor, in a penal sum equal to 100% of the Contract Price for this Contract, for the faithful performance of the work required under the Article of the General Conditions entitled "Guarantee" the bond to remain in effect through the end of the Maintenance Period; and

The undersigned surety agrees to execute the bonds as surety and will delivery them to the Owner under the Contract as obligee, upon the demand of the Owner.

All bond amounts shall be calculated in accordance with the requirements in the Instructions to Bidders.

Name and Address of Principal (Contractor):

BID AMOUNT

Amount in Figures

Amount in Words _____ \$ _____

IN WITNESS WHEREOF the Surety Company has caused these presents to be signed and attested by its duly authorized representatives and its corporate seal to be hereto affixed this _____ day of _____, 2013.

Attest:

Surety Company

_____ By: _____

Note: A corporate acknowledgement of the Surety Company and evidence of the authority of the signer is to be attached hereto by the Surety Company.

7.13 OWNERSHIP STATEMENT

Every corporation, partnership, or limited liability company submitting a bid, shall prior to the receipt of the bid by the Township Clerk, or accompanying the bid, submit a statement setting forth the names and addresses of all stockholders in the corporation, partners in the partnership, or members of the Limited Liability Company, who own ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership or members of the Limited Liability Company who own a ten (10)% percent or greater interest therein, as the case may be.

If one or more stockholders, partners or members, is itself a corporation, partnership, or Limited Liability Company the stockholders holding 10% or more of that corporations' stock, or the individual partners or members owning ten percent 10% or greater interest in that partnership or Limited Liability Company, as the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every non-corporate stockholder, individual partner or member exceeding the 10% ownership criteria established by this notice, shall have been listed. If no stockholder, partnership or member owns more than ten (10%) percent, note by stating "None".

Name of Corporation, Partnership, or Limited Liability Company:

Principal place of Business:

List of Stockholders, Partners or members with 10% or more interest:

Name	Address	Percent Ownership
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7.14 NO BID RESPONSE FORM

**CURBSIDE BULK WASTE COLLECTION AND DISPOSAL
WANTAGE TOWNSHIP, 2013**

Bid Opening Date: **April 24, 2013**

We are not submitting a bid for the following reason(s):

- Cannot comply with specifications
- Unable to meet delivery
- Cannot comply with terms/conditions: (Please state which ones.)

- Do not sell/manufacture type of items involved
- Not interested at this time
- Other (Please specify)

- We do do not want to remain on the mailing list for future bids.

Please make any changes, if necessary:

_____ (Company Name)

_____ (Address)

_____ (Contact Person)

_____ (Telephone Number)

_____ (Fax Number)

PLEASE RETURN TO:

Township Clerk
TOWNSHIP OF WANTAGE
Municipal Building
888 Route 23
Wantage, New Jersey 07416

7.15 AFFIRMATIVE ACTION INSTRUCTIONS: P.L. 1975, C. 127 (N.J.A.C. 17:27) Mandatory Affirmative Action Language

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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not 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 the 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 or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's 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.

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 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.

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 or sex, and conform with 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 this chapter.

All bidders and all contractors who are negotiating for a contract as a precondition to entering into a valid and binding procurement or service contract with the public agency, are required to submit to the public agency, prior to Or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975. c. 127), one of the following three documents:

- A. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program: or
- B. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4:
- C. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4.

7.16 AFFIRMATIVE ACTION QUESTIONNAIRE

Kindly complete questionnaire in the event that you or your firm is awarded this contract. The necessary forms will be sent by the Township prior to award. This form should be submitted with your bid.

Our company has a Federal or State of New Jersey Affirmative Action Plan approval.

- YES
 NO

- A. If yes, attach a photostatic copy of the approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.
- B. If no, and you become successful bidder, an Affirmative Action Employee Information Report will be provided and must be submitted within seven (7) days after receipt of the notification of intent to award the contract.

I certify that the above information is correct to the best of my knowledge.

SIGNATURE

NAME _____ TITLE _____

BUSINESS NAME

DATE _____, 2013 Telephone Number _____

NOTE: ATTACH COPY OF FORM HERE

7.18 CERTIFICATION OF CONTRACT

Applicable form must be signed and returned with bid.

CERTIFICATION OF CONTRACT - CORPORATION

The signature of the corporation attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Wantage completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Township of Wantage and is the contract that takes effect on the date of the below signature.

_____ , 2013	_____
(date signed)	(name of corporation)

	(signature)

(corporate seal)	(type or print name and title)

	(address)

ATTEST:

_____	_____
(signature)	(city/state) (zip code)
_____	_____
(type or print name/title)	(telephone)

The above offer is hereby accepted this _____ day of _____ 2013.

TOWNSHIP OF WANTAGE

ATTEST:

_____ By: _____

CERTIFICATION OF CONTRACT - PARTNERSHIP

The signature of the partnership attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Wantage completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Township Council and is the contract that takes effect on the date of the below signature.

_____, 2013
(date signed)

(name of partnership)

(signature)

(type or print name and title)

(address)

ATTEST:

(signature)

(city/state) (zip code)

(type or print name/title)

(telephone)

The above offer is hereby accepted this _____ day of _____ 2013.

TOWNSHIP OF WANTAGE

ATTEST:

_____ By: _____

CERTIFICATION OF CONTRACT – LIMITED LIABILITY COMPANY

The below signature of the limited liability company attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Wantage completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Wantage Council and is the contract that takes effect on the date of the below signature.

_____, 2013
(date signed)

(name of LLC)

(signature of managing member)

(type or print name and title)

(address)

ATTEST:

(signature)

(city/state) (zip code)

(type or print name/title)

(telephone)

The above offer is hereby accepted this ____ day of _____ 2013.

TOWNSHIP OF WANTAGE

ATTEST:

By: _____

CERTIFICATION OF CONTRACT – INDIVIDUAL

The below signature of the individual attests that the bidder is aware of all specifications, terms and conditions listed in this solicitation and that this bid proposal is an offer of contract.

The signature of the agent of the Township of Wantage completes the acceptance of the bid proposal and offer of contract submitted by the bidder to the Wantage Council and is the contract that takes effect on the date of the below signature.

_____, 2013
(date signed)

(name)

(signature)

(type or print name and title)

(address)

ATTEST:

(signature)

(city/state) (zip code)

(type or print name/title)

(telephone)

The above offer is hereby accepted this ____ day of _____ 2013.

TOWNSHIP OF WANTAGE

ATTEST:

_____ By: _____

7.19 REFERENCES

**CURBSIDE BULK WASTE COLLECTION AND DISPOSAL
WANTAGE TOWNSHIP, 2013**

	<u>Municipality</u>	<u>Beginning and End Date of Contract</u>	<u>Contact Name/Phone No</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

7.20 FINANCIAL RESPONSIBILITY FORM

QUALIFICATION Questionnaire (Services)

Financial:

- Individual
- Partnership
- Corporation
- Limited Liability Company

Location of Main Office:

Name of Bank: (with account numbers)

Financial Condition as of Date:

Brief Statement of your financial condition and attach a copy of your most current audited financial reports.

Experience: _____

Length of Time in Business: _____ years

Number of Employees: _____

State License Number, if applicable: _____(attach copy(ies))

I am () am not () on the New Jersey Debarred vendor list.

Minority () Small Business () Women Owned ()

**7.21 CERTIFICATION OF BIDDER'S STATUS ON THE STATE
TREASURER'S LIST OF DEBARRED, SUSPENDED AND DISQUALIFIED
BIDDERS**

**BULK WASTE COLLECTION AND DISPOSAL SERVICES
FOR THE TOWNSHIP OF WANTAGE**

STATE OF NEW JERSEY

COUNTY OF _____

I, _____ (name), of the _____ (twp/city) of
_____ (twp/city name), in the State of _____ (state), of full age, being
duly sworn according to law on my oath depose and say that:

I am _____ (title) of the firm of _____ (individual/firm
name), the bidder making the proposal for the above named project, that I executed the
Proposal, this affidavit and all other bidding documents with full authority to do so, and
that the bidder is not now at the time of submission of this bid included on the State of
New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

By: _____
Deponent's Name

Date: _____

Deponent's Title

Subscribed and sworn to before me this
_____ day of _____, 2013.

Notary Public of
My Commission expires on

7.22 EQUIPMENT CERTIFICATION

INSTRUCTION FOR COMPLETING THE EQUIPMENT CERTIFICATION

If the bidder owns, leases or controls all the necessary equipment required, he shall complete Part 1. Should the bidder not own, lease or control the necessary equipment required, he shall have Part 2 completed. This certification must be attached to and submitted with the Proposal.

PART 1

This is to certify that I, the bidder signing the attached proposal, own, lease or control all the necessary equipment required to accomplish the work shown and described on the contract drawings and in the contract specifications.

Date

Signature of Bidder

PART 2

This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the bidder named below the control of the equipment during such time as may be required for that portion of the work described on the contract drawings and in the contract specifications for which the equipment is necessary.

Date

Signature of Owner or
Controller of Equipment

Name of Bidder

Business Address of Above

LIST OF EQUIPMENT

(Attach additional sheets if necessary)

7.23 VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____ SS:

**BULK WASTE COLLECTION AND DISPOSAL SERVICES
FOR THE TOWNSHIP OF WANTAGE**

I, _____ (name), am the _____ (title) of the
_____ (bidder name), 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 Township of Wantage rely upon the truth of the statements contained and in the Bid Proposal in signing the contract for the project.

At all times during the performance of the collection contract, I agree to commit, for use only in the Township of Wantage, 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 Township of Wantage is not feasible, that the Township of Wantage will not be responsible for disposal costs for waste generated outside the Township of Wantage.

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 Township of Wantage to damages arising therefrom.

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me this
_____ day of _____, 2013.

Notary Public of
My Commission expires on

7.24 CERTIFICATE OF INSURANCE

Attach Certificate of Insurance to this page in accordance with §5.13 of the bid specifications.

7.25 PROPOSED CONTRACT

CURBSIDE BULK WASTE COLLECTION & DISPOSAL CONTRACT

This Contract made the latter of the two dates on the signature page;

BETWEEN WANTAGE TOWNSHIP, a municipal corporation of the State of New Jersey, with municipal offices located at Township of Wantage, 888 Route 23, Wantage, New Jersey 07461, ("Wantage")

AND _____ ("Contractor"), whose address is _____.

WITNESSETH: That Wantage and the Contractor for the consideration specified below agree as follows:

Article I: Services to be Performed: Contractor covenants and agrees to perform curbside bulk waste collection and disposal services in accordance with contractor's bid response documents.

All work to be performed in strict accordance with all the bid specifications established by Wantage and the bid proposal submitted by the Contractor.

Contractor further agrees to do and perform this agreement in conformity with the contract documents listed below which contract documents and Contractor's bid submission are hereby made a part of this Contract as if the same had been set forth in the body of this Contract. The contract documents include, but are not limited to the following:

- Bid Proposal Form
- Certificate of Public Convenience and Necessity/A-901 Approval Letter
- Statement of Bidder's Qualifications, Experience and Financial Ability
- Questionnaire
- Bid Guarantee Statement
- Compliance with Specifications
- Disclosure Statement
- Non-Collusion Affidavit
- Requirement for Consent of Surety
- Consent of Surety
- Equipment/Manpower List
- Ownership Statement
- No Bid Response Form
- Affirmative Action Instructions
- Affirmative Action Questionnaire
- Affirmative Action Affidavit
- Certification of Contract
- References
- Financial Responsibility Form
- Certification of Bidder's Status on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders
- Equipment Certification
- Vehicle Dedication Affidavit
- Certificate of Insurance

Article II: Contract Execution: Contractor is required to execute this Contract within twenty-one (21) days from the date the Contract is awarded and signed by Wantage. Failure or neglect to execute this Contract within the period shall constitute a breach of the Contract. Contractor's breach will result in the forfeiture of Contractor's bid security. Contractor shall be responsible for all resulting damages including, but not limited to, those set forth in the bid specifications.

Article III: Performance Date(s): Performance shall be during the period indicated in Section 5, Paragraph 5.1 of these bid specifications.

Article IV: Liquidated Damages: The contractor agrees to make regular collections as may be required by the Wantage Township Committee or its designated representative, on any day, time and in the manner set forth in any rules and regulations which the Township Committee, or its designated representative may make. Due to the uncertainty in determining the specific damages the Township would incur as a result of the Contractor's failure to collect bulk waste on the days and times specified by the Contract, the Contractor agrees to pay as liquidated damages the sum of \$100 per dwelling for which it fails to collect the bulk materials based on the schedule provided for in the Contract.

Article V: Invoice and Payment Procedure

A. The Contractor shall submit all invoices for collection and/or disposal services at a cost of \$_____ per ton, in accordance with the requirements of this section.

- (1) Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to The Township of Wantage for the preceding calendar month (the "Billing Month").
- (2) Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to The Township of Wantage for reimbursement.

B. The Township of Wantage shall pay all invoices within 30 days of receipt. The Township of Wantage will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township of Wantage 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 Township of Wantage shall be charged shall be the difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle.

D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, The Township of Wantage 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.

Article VI: Indemnification & Independent Contractor: The Contractor will make all payments of proper charges for the work required in accordance with the contract documents and will indemnify and save harmless Wantage, its officers, agents, or servants, and each and every one of them, against and from all suits and costs of every name and description, including royalties, fees or claims for the use of patented methods, of patented rights, or copyrights and from all damages to which Wantage or any of its officers, servants, or agents may be put by reason of injury to person or property of others, resulting from carelessness in the performance of its work or through the negligence of the Contractor or through any act or omission on the part of the Contractor, its agents or agent. This indemnification shall be construed as broadly as possible in favor of Wantage.

Contractor acknowledges that it is an Independent Contractor and is responsible for all damage, loss or injury to personal property that may arise or be incurred during the conduct of the work.

Article VII: Assignment or Subletting: Contractor covenants and agrees not to assign or sublet the work specified or covered under the terms of this Contract without the prior written approval of Wantage.

Article VIII: Affirmative Action Requirements: The parties to this Contract agree that the provisions of N.J.S.A. 10:2-1 et seq., dealing with discrimination in employment on public contracts and the rules and regulations promulgated in accordance with those statutes are binding on the parties and are made a part of this contract as if set forth herein at length. The contractor agrees to comply with all Federal affirmative action requirements, including but not limited to Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of State.

Article IX: Performance and Payment Bond: Contractor on or before signing this Contract shall execute a 100% performance and payment bond to Wantage. The bond shall be executed by a responsible bonding company in good financial standing and authorized to do business in the State of New Jersey and must be posted and presented to Wantage upon signing this Contract. Failure of Contractor to provide the performance and payment bond upon signing this Contract shall constitute a breach of contract. Contractor will be responsible for all damages incurred by Wantage, if it defaults. Wantage's recourse is not limited solely to seeking payment under the bid bond.

Article X: Breach of Contract: Contractor's failure to perform under this Contract, including, but not limited to failing to sign the Contract within twenty-one (21) days after the award of the Contract, or failure to perform in conformity with this Contract or otherwise, shall constitute breach of this Contract and shall result in Contractor being responsible for all damages incurred by

Wantage. Contractor shall also be responsible for all reasonable attorneys' fees and costs incurred by Wantage in enforcing the terms of this Contract.

Article XI: Buy American: Wantage specifically directs the Contractor's attention to N.J.S.A. 40A:13. This statute requires the Contractor to use components and parts manufactured in the United States; where available.

Article XII: Binding Nature of Agreement: This Contract shall be binding upon Wantage, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, administrators and assigns.

Article XIII: Legal Compliance: During the performance of this Contract, Contractor shall act and conform with all Municipal ordinances, state and federal rules, regulations, statutes and directives, including, but not limited to any and all rules, regulations and statutes referred in the bid specifications.

Article XIV: Disputes: The parties agree that in the event of a dispute, any legal action instituted in this matter shall be in the Superior Court of New Jersey, Sussex County. The Contractor agrees and does hereby submit itself to the jurisdiction of the Court. In the event any dispute is determined in favor of Wantage, including by settlement, Contractor shall pay all Wantage's reasonable attorney's fees and costs. This Contract is a New Jersey Contract and shall be construed and interpreted in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, Wantage has caused this instrument to be signed by Parker Space, Mayor; Attested by James Doherty, Administrator; and an authorized officer of the Contractor has signed this contract and agrees to all its terms and conditions.

ATTEST:

WANTAGE TOWNSHIP

James Doherty, Administrator

Ronald Bassani, Mayor

Dated: _____, 2013

ATTEST:

(COMPANY NAME)

Dated: _____, 2013