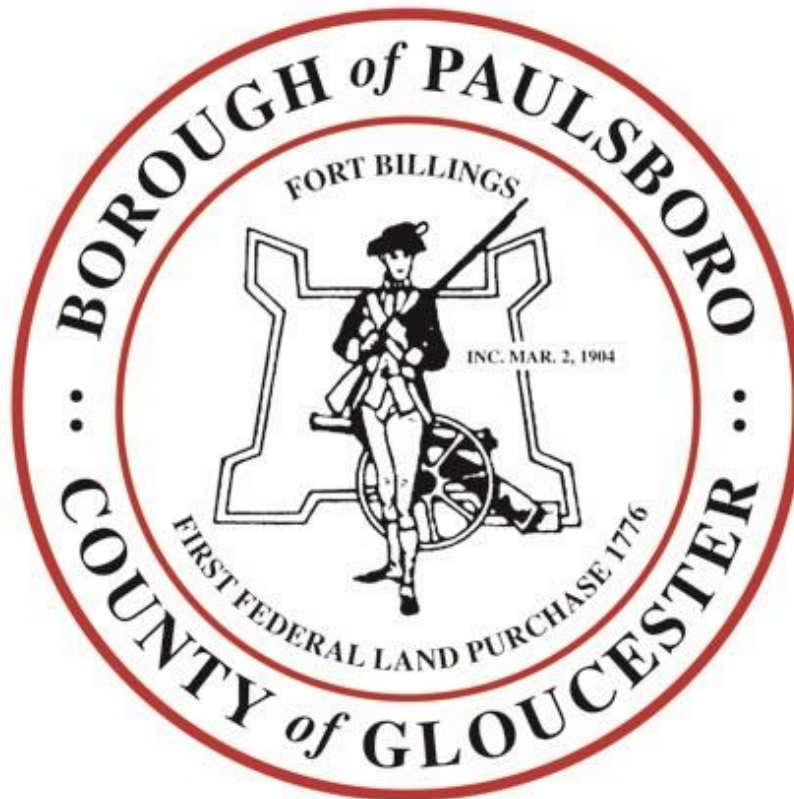


**UNIFORM BID SPECIFICATIONS
FOR**

**SOLID WASTE MATERIALS AND
RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL**

**FOR THE
BOROUGH OF PAULSBORO
GLOUCESTER COUNTY, NEW JERSEY
December, 2022**



PREAMBLE

PLEASE READ THIS IN ITS ENTIRITY BEFORE YOU ADDRESS THE BID SPECIFICATIONS

As with most municipalities within the State of New Jersey who bid out solid waste and recycling, the Borough of Paulsboro is struggling and cannot sustain the current cost of solid waste and recycling collection. As a Borough, it is necessary for municipal officials to pursue every avenue possible to efficiently and cost effectively provide for solid waste and recycling collection within the community.

We have made some changes to our collection protocols. In an effort to rid the placement of loose plastic bags, the Borough would like to go to automated trash can pick up, utilizing both “one armed bandits” – top automation and rear loaders.

The Borough has approximately 1100 residences that can be picked up by the automated top loader; and approximately 330 residences on one-way streets or dead-end streets that will require a rear loader. It is the Borough’s intention to provide the 92-gallon receptacles to the residents.

Unlike the 2018 bid, the contractor will no longer pick up schools. Further the contractor will no longer pick up commercial businesses unless the business had an active residence on site; in which case the commercial business must register as a landlord.

The Borough reserves the right to pursue shared service opportunities.

We ask that you inform if you pick up bids, in the case that any addendums or other information can be imparted equally. Email kvanscoy@paulsboronj.org

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IMPORTANT DATES

ADVERTISED FOR BIDS:	December 16, 2022
PRE-BID CONFERENCE	December 28, 2022
DEADLINE FOR CHANGES TO BID SPECIFICATIONS	January 2, 2023
DEADLINE FOR BIDS:	February 14, 2023
COMMENCEMENT OF CONTRACT	April 1, 2023

1. INSTRUCTION TO BIDDERS

1.1 THE BID

The Borough of Paulsboro is soliciting bid proposals from solid waste and recycling collectors interested in providing solid waste and recycling collection and solid waste collection and disposal services for a period of two (2) years, to commence on April 1, 2023 and ending on March 31, 2025, in accordance with the terms of these Bid Specifications and N.J.AC. 7:26H-6 et seq.; and with the option of two (2) additional one-year extensions in accordance with N.J.S.A. 40A:11-1 et. seq., for a total not to exceed four (4) years.

1.2 CHANGES TO BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids; be published in the South Jersey Times and in the Star Ledger. No questions will be accepted later than 10 days; Saturdays, Sundays and holidays excepted, prior to the date of acceptance of bids.

1.3 BID OPENING

All bid proposals will be publicly opened and read on Tuesday February 14, 2023 at 11:00 AM at the municipal building, Borough of Paulsboro, 1211 Delaware street, Paulsboro, New Jersey. Bids must be delivered by hand, mail or overnight delivery to the Borough Clerk, Kathy VanScoy, Borough of Paulsboro, 1211 N. Delaware Street, Paulsboro, New Jersey 08066, **no later than 11:00 AM on February 14, 2023**. All bid proposals will be date and time stamped upon receipt. Each bid must be enclosed in a sealed envelope marked on the outside **“Solid Waste Materials and Recyclable Materials Collection and Disposal for the Borough of Paulsboro, Gloucester County, New Jersey”**. 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. The Borough disclaims any responsibility for bids forwarded by regular or overnight delivery. The Borough assumes no responsibility for any bid that has been misdirected.

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 Paulsboro.
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety
7. Bid Proposal
8. Acknowledgement of receipt of changes to bid document (if any)
9. Bidding documents checklist
10. Business Registration Certificate
11. Iranian Disclosure in accordance with N.J.S.A. 52:32-58. Note that the "Iran" disclosure now contains several other Countries including Russia and Belarus.

1.5 PRE-BID CONFERENCE

A pre-bid conference will be held at the Borough of Paulsboro Municipal Building 1211 N. Delaware Street, Paulsboro, New Jersey on Thursday, December 28, 2023 at 10:00am. [If there is enough interest, we may hold this meeting by Zoom]

Please contact kvanscoy@paulsboronj.org,

The Borough of Paulsboro shall not be liable for any matters in the subsequent bid award to any company/corporation who fails to attend the pre-bid conference. Paulsboro will be represented and secure questions from all prospective bidders. All questions, requests for clarifications will be documented and responses will be provided by way of a written addendum/clarification document. It is requested that questions be both verbalized and provided in written form.

1.6 COMPLETION OF FORMS BY BIDDER

The failure of any bidder to properly complete, sign and submit all forms at time of bid and provide the information required thereon, may be cause for the Borough of Paulsboro to disqualify the bidder. Bidders are not permitted to make any changes to the Bid documents. In the event the bidder makes any changes, the changes shall be deemed null and void and of no effect. Information provided on said forms may, at the discretion of the Borough of Paulsboro, in accordance with the New Jersey Local Public Contracts Laws, be cause to qualify or disqualify a bidder

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 promissory note 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 where 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 of 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 recyclable materials as described below:

"Paper Products"- all uncontaminated paper material such as newspaper, magazines, books, wrapping paper, bags, discarded letters, and envelopes. Corrugated cardboard is also to be recycled as a paper product. Paper products shall be bundled or set out in containers not to exceed fifty (50) pounds and shall not be contained in plastic bags.

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL SPECIFICATIONS
BOROUGH OF PAULSBORO - 2022

DEFINITIONS (cont.)

“Single-Stream Products” - glass, cans, cardboard, and plastics should be single-stream into a suitable container for collection on the recycling day. The container shall not exceed fifty (50) pounds and/or thirty-five (35) gallons in size. They shall not be placed in plastic bags.

“Designated Collected White Goods” means large items such as washers, dryers, dishwashers, ovens, ranges, hot water heaters, cold water tanks, gas/oil/electric heaters, metal storage cabinets/shelves, swing sets, bikes, auto parts, metal lawn care equipment and/or any other large appliance commonly referred to as a white good. Also included in this definition would be items such as refrigerators, air conditioners, and freezers which would contain CFC’s.

"Designated collected solid waste" means solid waste types 10 and 13. 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 Gloucester County Solid Waste Management Plan for use by the Borough of Paulsboro.

Wheelabrator Gloucester
600 U.S. Route 130,
Westville, N.J. 08093

"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:

1. New Year’s Day
2. Christmas Day
3. Thanksgiving Day
4. Independence Day
5. Memorial Day
6. Labor Day

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
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DEFINITIONS (cont.)

"Legal newspaper" means the South Jersey Times and the Star Ledger for solid waste and recyclable collection bids.

"Paulsboro Borough" means the incorporated government entity, located in Gloucester County, New Jersey, with a total area of 2.605 sq. mi. and a population of approximately 6100 residents.

"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 of the Borough of Paulsboro.

"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 "Uniform Bid Specifications for Solid Waste Materials and Recyclable Materials Collection and Disposal for the Borough of Paulsboro, Gloucester County, New Jersey" 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 Paulsboro 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.

BID SUBMISSION REQUIREMENTS – BID PRPOSAL (cont.)

D. The bid proposal contains various bid options. The Borough of Paulsboro may, at its discretion, award the contract to the bidder whose aggregate bid price for the option(s) chosen, or a combination of option and supplementary is the lowest responsible bidder, provided however, the Borough of Paulsboro shall not award the contract based on the bid price for separate options.

E. The Borough reserves the right to consider the “supplementary” consideration that is identified in this bid document, but is not required to award this consideration. The Borough reserves the right to award the proposed option (as described above in section 3.1D) within this bid document and consider the “supplementary” service. If the additional service is considered, the award shall be provided to the lowest responsive/responsible bidder whose total combined services (awarded option an

F. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1et 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 Borough of Paulsboro in the amount of 10% of the highest aggregate 4 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 Paulsboro.

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 Paulsboro.

3.4. BRAND NAME OR EQUIVALENT

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

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 agree 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.

**3.8 ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM
UNIFORM BID SPECIFICATIONS FOR SOLID WASTE AND RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL FOR THE BOROUGH OF PAULSBORO, GLOUCESTER
COUNTY, NEW JERSEY**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid. (See following page)

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
 COLLECTION AND DISPOSAL SPECIFICATIONS
 BOROUGH OF PAULSBORO - 2022

Local Unit Reference Number or Title of Addendum/Clarification/Revision	How Received (mail, fax, pickup, etc.)	Date Received	Bidder's Initials

Acknowledged by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature _____

Printed Name and Title _____

Date: _____

3.9 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK EITHER BOX AND SIGN WILL RENDER
THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Purchase and Property Division's website at

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List").

I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (cont.)

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

Name: _____

Relationship to Bidder/Vendor:

Description of Activities:

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Vendor:

Contact Name:

Contact Phone

Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (cont.)

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

Full Name (Print):

Signature:

Title: _____

Date: _____

Bidder/Vendor:

4. AWARD OF CONTRACT

4.1. GENERALLY

A. The Borough of Paulsboro 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(s), be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough of Paulsboro, in writing by certified mail.

B. The contract will be awarded to the bidder whose aggregate bid price for the selected option, or selected option and "supplementary" is the lowest responsive responsible bid.

C. This bid document allows for a "supplementary" consideration for solid waste disposal being the responsibility of the contractor.

D. The Borough of Paulsboro 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 Paulsboro rejects all bids, the Borough shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date of the re-bid closing date.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen (14) calendar days of the award of the contract, the Borough of Paulsboro 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. The contract document shall be executed and returned to the Borough not more than twenty-one (21) days after official acceptance of this bid and notice thereof by the local governing body. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Borough of Paulsboro 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 one-year performance bond(s) 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 to the Borough of Paulsboro within 21 days of the official acceptance of this bid and notice thereof. The performance bond must be provided prior to or concurrent with the required time frame for the delivery of the executed contract as described in Section 4.2 above.

B. Failure to provide the required one-year performance bond at the time and place specified by the Borough 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 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 date for acceptance of bids.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

A. Successful bidder must submit to the Borough of Paulsboro, one of the following three (3) documents:

a. A photocopy of a **valid letter** identifying that the contractor is operating under an existing Federally approved or sanctioned affirmative action program, OR

b. A photocopy of a **Certificate** of Employment Information Report approval issued in accordance with N.J.A.C. 17:27-4, OR

c. A photocopy of an Employee Information Report (**Form AA302**) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

B. If the Contractor does not submit the affirmative action document within the seven days after receipt of the notification of the Borough of Paulsboro's intent to award, the Borough may extend the deadline by a maximum of the fourteenth calendar day. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6. VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the Borough of Paulsboro 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 Paulsboro may not award a contract until all tabulations are complete.

4.8 EMPLOYEE WAGE REPORTING

The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract as follows:

1. The contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract, and any other records deemed necessary by the commissioner for the enforcement of wage payments. In addition, the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the Borough of Paulsboro, any other party to the contract, and the commissioner.
2. The contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form satisfactory to the commissioner, Borough of Paulsboro, for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of

EMPLOYEE WAGE REPORTING (cont.)

Labor and Workforce Development's "Payroll Certification for Public Works Project" and completing columns 1-5 for each covered employee. The certifications shall be submitted to the Borough of Paulsboro's business address and contact listed in Section 4.10.

By entering into a contract, the contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the contractor or subcontractor's wages and any penalties that may result from failure to comply.

4.9 WITHDRAWAL OF BID (N.J.S.A. 40A:11-23.3)

Permission for Bidder to withdraw a bid due to a mistake in certain circumstances

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J. S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material or both, from the final bid computation.

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, inwriting, by certified or registered mail to Susan Jacobucci, Borough Administrator, 1211 N. Delaware Street, Paulsboro, NJ 08066. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the purchasing agent or designee may contact all bidders, after bids are opened to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

4.10 PAULSBORO BOROUGH BUSINESS ADDRESSES

Borough of Paulsboro
1211 N. Delaware Street
Paulsboro, NJ 08066
Attn: Susan Jacobucci, Borough Administrator

4.11 CONTINUATION OF CONTRACT

Continuation of the terms of this contract beyond the fiscal year of the Borough of Paulsboro is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel this contract upon thirty (30) days written notice.

5.0 WORK SPECIFICATIONS

5.1 SCOPE OF WORK

- A. The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Borough of Paulsboro.
1. For ALL options contained within, the Contractor shall provide collection, removal and disposal of all "Designated collected solid waste" as defined that is set out in containers and/or placed upon or along the curb line in acceptable trash receptacles before each residence, church and municipally owned/operated building or any designated commercial establishment unless specifically excluded in Section 5.0.5(A).
 2. For ALL options, the contractor would also provide for the collection removal and disposal of "Designated collected recyclable material", as defined within.
 3. The contractor would provide for the collection of white goods if Option 2 Option 4 is awarded.

The detailed specifications for the Borough are further described in the following subsections of Section 5.

The contract terms shall be for either a two-year period with two (2) one-year extension options; or a three (3) year period, with two (2) one-year extension options.

The contract will commence of April 1, 2023 and will end as defined within the Option awarded, but in no case for a greater than five (5) year period.

The collection and removal (if awarded) services generally contemplate the continued and uninterrupted service as heretofore provided within the Borough of Paulsboro.

5.2 COLLECTION SCHEDULE - FREQUENCY OF SERVICE

Collection, removal and disposal services for the Borough of Paulsboro shall be as further described in the following subsections of Section 5.

The successful bidder shall employ such methods or means to execute the work called for in this proposal so as to avoid any interruption or interference with the operation of the affairs of the Borough and shall likewise take the necessary steps to ensure that during the course of performance there will be no infringement on the rights of the public.

THIS IS THE CURRENT SCHEDULE. THE CONTRACTOR MAY PROPOSE A DIFFERENT SCHEDULE WHICH WILL BE REVIEWED BY THE BOROUGH.

COLLECTION, REMOVAL AND DISPOSAL OF TRASH, SOLID WASTE:	WEDNESDAYS
COLLECTION, REMOVAL, AND DISPOSAL OF RECYCLABLE MATERIALS:	WEDNESDAYS
COLLECTION OF CONTAINERS AND DISPOSAL:	MONDAYS, THURSDAYS
COLLECTION, REMOVAL, DISPOSAL OF WHITE GOODS (if Option awarded):	TBD

5.3 COMPLIANCE WITH THE LAW

It is likewise understood and required that the successful bidder shall in the performance of this contract, employ such methods which will not violate any applicable Statutes of New Jersey, regulation of said State or any subdivision thereof, or Ordinances of the Borough of Paulsboro. All local Ordinances are available for review and/or purchase at the Clerk's office.

5.4. RESTRICTIONS ON SERVICE

Solid waste and/or from non-residential units, agricultural properties, commercial business and industry shall not be collected by the Contractor unless specified in this document or authorized in writing by the Borough. In instances where residential and non-residential coexist, then only that portion which is residential shall be collected by the Contractor.

5.5 CONDITIONS - GENERAL

- **Bidders shall inspect the Borough of Paulsboro in its' entirety so that they might make their own judgment with respect to the pickups, all circumstances affecting the cost of services in question and the nature of the work to be performed. The figures provided by the Borough herein are approximate, and are not to be taken as binding.** A copy of

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a street map of the Borough showing existing collection schedule is provided herewith for the general information of prospective bidders. Prospective bidders may view a street map of the Borough on our website: www.paulsboronj.org.

- Bids signed and submitted shall be considered as conclusive evidence of complete examination of specifications and samples. It is understood that parties making bids accept all the terms and conditions expressed and contained in the specifications attached to the proposal submitted.
- The Contractor shall collect and dispose of (if awarded) solid waste from residential units, public buildings, etc. in accordance with these specifications and the applicable municipal Ordinances.
- Except where noted herein, all solid waste to be collected, removed and disposed of (if awarded) shall be placed for collection in accordance with the local Municipal Ordinances. It is required that the solid waste placed for collection be separated from other collections (i.e. municipal recycling and yard waste collection) to insure proper identification.
- The Contractor shall collect all materials as defined herein throughout the Borough on routes and schedules so that each street and property thereon will have at least once a week collection of solid waste and recyclables during the term of this agreement (unless otherwise identified in these documents).

5.6 HANDLING OF CONTAINERS

- Containers must be handled by the Contractors employees carefully and must not be damaged by them. The receptacles or containers shall be entirely emptied and returned without damage. All empty containers shall be placed off the roadway in an upright position. Containers shall not be thrown under any circumstances.
- Containers which are damaged by the Contractor shall be replaced by the Contractor at the Contractor's expense within (7) seven calendar days of report of same. Containers shall be replaced with a can that is the same as what was damaged.
- Collection shall be made with a minimum of noise and traffic delay, and all containers shall be handled as carefully and quietly as possible under the circumstances.
- Improper Preparation of Trash and Recyclables: If so directed by the Borough, the Contractor will be required to affix labels (supplied by the Borough) to the trash or recyclables at those locations not in compliance with Chapter 38 of the Code of the

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Borough of Paulsboro. The trash or recyclables would then be left for the property owner to correct said violations.

- **Submission of Weight Slips:** The Contractor shall maintain accurate records of all materials both trash, recyclables, and white goods disposed of by tonnage or volume (weigh slips), and shall deliver original weight slips to the Office of the Administrator on a monthly basis, by the 15th day of the month following the month of collection.
- **Commingling:** No collected materials collected under this contract and generated within the Borough of Paulsboro shall be commingled with collected materials generated outside of the Borough of Paulsboro.

5.7 SUPERVISION OF CONTRACT

A. **SUPERVISION OF CONTRACT:** The furnishing of the proper employees and vehicles and the performance of this contract at the time and the manner provided is the essential part of this contract and it is hereby agreed that the execution and carrying out of this contract shall be under the supervision of Mayor and Borough Council or its designee and that the complaints concerning the performance of this contract and the neglect of the contractor shall be made to same. Each vehicle used for collections will be equipped with a two-way radio. For emergency collections or any unusual accumulations of trash, bulk waste, yard/wood waste and/or recyclable materials, continuous telephone service between the hours of 7:00 A.M. and 5:00 P.M. on all collection days.

B. **INSPECTION:** The Borough of Paulsboro or its authorized representatives may inspect the collections being made pursuant to the service contract and may require correction of any improper performance or any deficient performance therein through the designated responsible supervisor of the Contractor.

C. **ADDITIONAL REGULATIONS:** The Borough of Paulsboro reserves the right to make such other reasonable regulations as may be required concerning the collection of garbage, trash, ashes, rubbish, recyclables, white goods and other refuse matter or material during the contract period. Such regulations are not to place any unreasonable burden upon the contractor, but only such as may be necessary to protect the health and public interest.

D. **NO WAIVER OF CONTRACT:** No violation, breach, or failure of performance shall be deemed to be waived by the Borough of Paulsboro because of payment, nor be deemed to be a waiver by the Borough of Paulsboro of its right to cancel the Contract for repeated and continued violations that shall constitute bad and unsatisfactory performance which shall impair the health and welfare of the public, nor shall it operate to void or annul any of the other terms or conditions herein contained.

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E. REJECTION OF BIDS: The Borough of Paulsboro reserves the right to reject any and all bids or to waive any formality or technicality in any bid.

F. BIDDER RESPONSIBLE FOR EMPLOYEE COSTS: The successful bidder shall be responsible for providing and paying for all necessary labor and equipment to carry out all terms of this contract. Such labor and equipment costs are deemed to include social security, unemployment compensation contributions, and any and all other taxes, levies and excises upon the contractor's employees, agents and equipment.

G. AVAILABILITY OF FUNDS: The award of the contract is conditioned upon the subject to the availability and appropriation annually of sufficient funds as may be required to meet all obligations herein.

5.8 COLLECTION AND DISPOSAL OF TRASH, SOLID WASTE AND RECYCLABLES

- A. Collection: All trash or rubbish, including but not limited to ashes, rubbish, refuse, waste materials, cans, bottles, rags, waste paper, crockery, ordinary household refuse, hedge trimmings, tree limbs not greater than four (4) feet in length and 50 pounds in weight, trimmings from bushes, household furniture, sofas, garden weeds, grass cutting, brush deposited by residents, business houses, offices, stores and commercial establishments and Borough of Paulsboro, along the curb line or roads, shall be collected by the successful Bidder as described in the options listed in these specifications. *Limitations and permissions for these collections are available within the "Paulsboro Clean Community, Trash, Recycling and Quality of Life Guidelines"*. The Borough is presuming that for an automated solid waste pick up, the contractor shall only pick up the designated receptacle and nothing outside of the receptacle including trash bags.
- B. Industrial waste from the refining or other processes, and trash or rubbish from demolition of buildings or other structures or facilities from the WaWa, BP Oil, Mobil Oil Corp., G.A.T.X. Corp., United Erectors, Essex Chemical, and P.S.E.G. or their successors of like companies **do not have to be collected**, nor does trash and rubbish resulting from the demolition of dwelling houses or other buildings have to be collected. The trash and rubbish of the chain stores in the shopping centers whether now or hereafter constructed does not have to be collected. All industrial waste and trash of other industries and business houses, such as, sewing factories and stores shall not be collected, except for residential/commercial register businesses as noted in the Preamble.
- C. Trash is to be picked up at the Little League and Midget Football Fields at 2nd and Mantua Avenue, the Fort Billings Park on Clonmell Road at the Riverfront and the Paulsboro Youth Soccer Complex on Billingsport Road.

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- D. *The successful bidder and the Borough shall finalize an inclusive list of non-residential trash, solid waste and recyclable collection points upon award of bid.*
- E. Containers, Length, Weight, Bulk, Etc.: Only approved containers may be picked up by the contractor.
- F. The Contractor shall empty all vehicles at the approved sites on the same day as collection. When a circumstance arises that will make such disposal impossible (such as vehicle breakdown), it will be the responsibility of the Contractor to notify the Borough of Paulsboro. This notification should include the truck involved and reason for said circumstance.
- G. Fees / Charges: All fees or charges for the disposal of solid waste shall be paid directly by the Borough of Paulsboro to the designated disposal sites enumerated within these specifications. *This provision will not apply to the Wednesday container pick-up in which case the disposal cost shall be borne by the contractor and as such reflected in his bid price.*

5.9 NON-PERFORMANCE OF CONTRACT BY CONTRACTOR

A. VIOLATIONS AND LIQUIDATED DAMAGES: It is understood that the orderly and proper collection and disposal of trash and recyclables is a matter of serious and vital concern to the Borough of Paulsboro for the health and welfare of the residents. Likewise, it is anticipated that occasional and minor breaches of violations may occur. Since these are incapable of prompt and reasonable calculations, the following stipulated penalties and damages, whose determination and certification shall be final unless reversed by the Mayor and Council, shall apply. The Code Enforcement Officer or the Borough Public Works Director or Supervisor of the Borough of Paulsboro shall notify the supervisors of such violation when convenient and susceptible of immediate correction. Otherwise, the Borough shall deduct the same from the next payment due to the Contractor.

1. Failure to collect garbage, trash, refuse and recyclables, one hundred dollars (\$100.00) for each location.
2. Trucks in leaking or unsanitary conditions, two— hundred dollars (\$200.00) for each offense.
3. Permanent containers or receptacles damaged or carried away shall be replaced by the Contractor at his expense.
4. Failure to clean spilled materials, such as fallen glass, cans, garbage debris, etc., one hundred dollars (\$100.00) for each location.

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5. Failure to replace cans as specified within titled "General Regulations for Collection and Disposal of Collected Materials," fifty dollars (\$20.00) for each violation.

B. CANCELLATION: In the event the contractor shall fail to furnish and operate the required equipment and personnel in the manner required herein so that the public shall fail to receive regular and proper trash and recyclable collection, the Mayor and Council may, on three days' notice to the contractor and surety, by registered mail, abrogate and cancel this contract by resolution declaring that the public health and welfare is impaired by the service of the contractor. In such instance, contractor shall be liable for any increased cost or expense incurred for the collection of all garbage, trash, refuse and recyclables and the disposal thereof, for the balance of the contract term. The contractor and his surety shall continue to be liable for any increase and additional cost above the contract price for the balance of the term thereof.

C. FAILURE TO SUBMIT WEIGHT SLIPS: In the event that the contractor shall fail to submit weight slips to the Office of the Administrator as required by Section 5.0.4(E), the Borough reserves the right to withhold payment for any outstanding vouchers until the slips are delivered.

D. OTHER INFRACTIONS: In the event the contractor fails to perform any other requirement of the contract, other than those mentioned in Section 5.0.6(A-C), the Borough shall give written notice of nonperformance to the contractor. The written notice shall be hand—delivered or sent certified mail or sent by facsimile transmission, at the Borough's option, to the address or facsimile number identified in the contract. Thereafter, the Borough may exercise either of the following options:

(1) If the infraction is not cured within five (5) days of receipt of the written notice, the Borough may terminate the contract and/or require performance under the performance bond and/or obtain substitute services. In such instances, the contractor shall be liable for any increase in cost or expense incurred by the Borough as a result of arranging for the services for the balance of the term.

(2) Withhold payment of any vouchers.

The foregoing options of the Borough are cumulative to its other legal and equitable rights; therefore, upon any material breach hereunder, the Borough may likewise have the option of simply notifying the Contractor's surety on its performance bond of the contractor's failure to satisfy its obligations hereunder and declare a forfeiture of the penalty amount of its bond, or the Borough may likewise at that time immediately commence all available legal and equitable remedies against the Contractor and its surety for the immediate and specific performance of this agreement and the payment of all damages sustained by reason for said breach.

5.10 INSTRUCTIONS TO BIDDERS

- A. Inspection of Borough: Bidders shall and are hereby directed to inspect the entire Borough of Paulsboro to determine for themselves the circumstances affecting the cost and nature of the work for the entire time of the contract.
- B. Additional Buildings: It is expressly understood that additional homes and other buildings are or may be under construction in the Borough of Paulsboro and additional streets may become dedicated during the term of this contract. The contract price herein shall include such additional buildings once they become occupied.
- C. Additional Instructions to Bidders can be found in Section 5.5 within.

5.11 CONTRACTOR'S OWNERSHIP OF RECYCLABLE MATERIALS

The contractor will assume ownership of the recyclable materials upon their collection. It will be his responsibility for the selection of markets and the disposal of these materials. The Contractor will be responsible for these disposal costs as well as being entitled to any profits derived from the marketing of same. The contractor will still be required to comply with the provision of Section 5 within, particularly "Submission of Weight Slips". The weight slips submitted must be of a type that will be acceptable to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Recycling and Planning Element for submission with the Recycling Tonnage Grant Bonus Grant form.

5.12. 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 Paulsboro 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. The Contractor shall furnish and maintain at all times a well-organized and efficient working force capable of providing the daily service required. The working force shall be properly attired and equipped for neatness and safety. The Contractor shall employ only competent and skillful workers to perform the tasks called for by the terms of this contract, and shall bear proper employment identification. The Contractor shall take reasonable steps to insure those employed do not participate in any of the following:

- Intoxication or drug abuse
- The use of loud, profane, vulgar or obscene language
- The refusal to collect or handle solid waste as herein required and defined
- The wanton or malicious damage or destruction of containers. Any other wanton, willful, or reckless disregard of safety or sanitary requirements
- Failure of the Contractor to enforce said regulations shall be considered a breach of the contract

5.13. SUPERVISION OF EMPLOYEES

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

5.14. 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-6.19. The insurance policy shall name the Borough of Paulsboro as an Additional Named insured indemnifying the Borough with respect to the Contractor's actions pursuant to the Contract.

5.15. CERTIFICATES

Upon notification by the Borough of Paulsboro, the lowest responsible bidder shall supply to the Borough 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.

5.16. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Borough of Paulsboro from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of Paulsboro 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.

THE BOROUGH HAS APPROXIMATELY 1100 RESIDENCES WHICH MAY BE AVAILABLE FOR A TOP LOADED AUTOMATED PICK-UP AND 550 RESIDENCES ON ONE-WAY OR DEAD-END STREETS WHICH REQUIRE A REAR LOADER OR MANUAL PICK UP

COLLECTION OPTIONS

5.17 COLLECTION OPTIONS

OPTION #1 [THREE YEAR] _COLLECTION AND DISPOSAL OF SOLID WASTE AND COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS IN THE BOROUGH OF PAULSBORO.
THREE (3) YEAR CONTRACT FROM APRIL 1, 2023 TO MARCH 31, 2026; WITH TWO ONE-YEAR EXTENSIONS AS PERMITTED BY LAW.

Solid Waste Collection in both the automated one armed bandits, and automated rear loaders.

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Solid Waste collection shall be on Wednesday; recyclable collection will be on Wednesdays as designated within. Container Collection of Thursdays.

The contractor shall also provide for collection and disposal of containers as specified in Section 5.18. The Borough of Paulsboro is responsible for disposal cost of solid waste pertaining to the Monday collection. The contractor is responsible for the disposal cost of the containers that are collected on Thursday.

OPTION #2 [TWO YEAR] _COLLECTION AND DISPOSAL OF SOLID WASTE AND COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS IN THE BOROUGH OF PAULSBORO. TWO (2) YEAR CONTRACT FROM APRIL 1, 2023 TO MARCH 31, 2025; WITH TWO ONE-YEAR EXTENSIONS AS PERMITTED BY LAW.

Solid Waste collection shall be on Wednesday; recyclable collection will be on Wednesdays as designated within. Container Collection of Thursdays.

The contractor shall also provide for collection and disposal of containers as specified in Section 5.18. The Borough of Paulsboro is responsible for disposal cost of solid waste pertaining to the Monday collection. The contractor is responsible for the disposal cost of the containers that are collected on Thursday.

OPTION #3 COLLECTION AND DISPOSAL OF SOLID WASTE STREET PICK-UP AND RECYCLABLES FROM CONTAINER ON PUBLIC WORKS YARD IN THE BOROUGH OF PAULSBORO. THREE (3) YEAR CONTRACT FROM APRIL 1, 2023 TO MARCH 31, 2026; WITH TWO ONE-YEAR EXTENSIONS AS PERMITTED BY LAW.

Solid Waste collection shall be on Wednesday; recyclable collection will be on as needed basis as designated within. Container Collection of Thursdays.

The contractor shall also provide for collection and disposal of containers as specified in Section 5.18. The Borough of Paulsboro is responsible for disposal cost of solid waste pertaining to the Monday collection. The contractor is responsible for the disposal cost of the containers that are collected on Thursday.

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5.18 CONTAINERS AND LITTER RECEPTACLES

A. Supply and Collection of Containers-*It will be the responsibility of the contractor to provide the Borough of Paulsboro containers for the daily disposal of solid waste of the size (yards), number, and location as detailed below:*

<u>Location</u>	<u># of Containers</u>	<u>Size (yds.)</u>
Ballfield -Mantua Ave	1	4
Fire House-Wood St	1	3
Public Works-Baird Ave	1	30
Fort Billings Park-Clonmell Ave	1	3
Municipal Building	1	2
Totals	5	

These containers shall be emptied one (1) time per week on Thursday. The Borough shall be responsible for the disposal costs for these containers when emptied on the regular collection day. The container at the Public Works shall be emptied when full. Containers shall be placed in areas designated by the administrator at each facility.

B. Collection of Litter Receptacles- the Borough owned concrete litter receptacles that are located in the business district are to be emptied one (1) time per week on Monday. The contractor is responsible for removing the lid, dumping the trash from the insert receptacle, replacing the receptacle into the concrete container, and replacing the lid. There are approximately twenty-eight (28) concrete receptacles on Broad Street and Delaware Street. The Borough shall be responsible for the disposal costs for these containers when emptied on the regular collection day.

C. **Thursday Container Collection and Disposal**- The containers detailed below that have been supplied by the contractor are to be emptied on Thursday of each week. The disposal costs of this pickup shall be the responsibility of the contractor.

<u>Location</u>	<u># of Containers</u>	<u>Size</u>
Ballfield -Mantua Ave	1	4
Fire House-Wood St	1	3
Fort Billings Park-Clonmell Ave	1	3
Municipal Building	1	2
Totals	6	

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5.19. COLLECTION SCHEDULE

A. All collection services, as described in these specifications, shall be performed on all designated days between 6:00AM and 5:00PM.

B. The following legal holidays are exempted from the waste collection schedule if they fall on a scheduled collection day. If said holiday does fall on a scheduled collection day, the contractor shall make collections the following day.

1. New Year's Day
2. Christmas Day
3. Thanksgiving Day
4. Independence Day
5. Memorial Day
6. Labor Day

5.20. SOLID WASTE DISPOSAL

A. All solid waste collected within the Borough of Paulsboro shall be disposed of in accordance with the Gloucester County Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at Wheelabrator Gloucester, 600 U.S. Route 130, Westville, N.J. 08093.

B. The Borough of Paulsboro reserves the right to designate another disposal facility [or, if applicable, disposal facilities] in accordance with the Gloucester County Solid Waste Management Plan and/or any waste flow orders or in the event that the designated Disposal Facility [or, if applicable, Disposal Facilities] is unable to accept waste. The Borough of Paulsboro will assume all additional costs or benefits that are associated with such designation except for those diversions that are the result of routine maintenance.

5.21 VEHICLES AND EQUIPMENT

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

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

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of

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this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.

D. The Borough 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 Borough Administrator.

5.22. 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.

5.23. TELEPHONE FACILITIES AND EQUIPMENT

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

B. Telephone service shall be maintained on all collection days, between the hours of 7:00 AM and 5:00 PM.

5.24. FAILURE TO COLLECT

The Contractor shall report to the designated 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 day.

5.25. 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 the same day, if the complaint is received prior to 4:00PM. If after 4:00PM, the complaint shall be corrected the next day. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint log shall be available for inspection by the Borough of Paulsboro.

B. The Contractor or his designee shall check with the Municipal Building staff at 3:30 p.m. or when the last truck is leaving town, whichever is earlier, to notify staff that the route has been completed for the day and to pick up any additional complaints so that they can be handled that same day.

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C. The Contractor shall submit a copy of all complaints received and the action taken to the Borough of Paulsboro.

5.26. SOLICITATION OF GRATUITIES

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

5.27. 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.

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 Paulsboro for the preceding calendar month (the "Billing Month").

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

C. The Contractor shall provide to the Borough of Paulsboro original receipt documents for solid waste and recyclables by the 15th day of the month following the month of collection. The receipt documents shall specify the vehicle 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, and for solid waste disposal for which the Borough will be responsible, the authorized tipping rate plus all taxes and surcharges. The solid waste tonnage for which the Borough of Paulsboro 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 Borough of Paulsboro will pay the costs of disposal of solid waste thus the disposal facility shall bill the Borough of Paulsboro directly for all costs (including taxes and surcharges).

E. The Contractor will be responsible for the disposal costs, if any, of recyclable materials or white goods.

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL SPECIFICATIONS
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6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

___ 6.11 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.

___ 6.12 Statement of bidder's qualifications, experience and financial ability.

___ 6.13 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 Paulsboro.

___ 6.14 Stockholder statements of ownership.

___ 6.15 Non-collusion affidavit.

___ 6.16 Consent of surety.

___ 6.17 Proposal.

_____	Title	_____
Name of Firm or Individual		
_____	Date	_____
Signature		

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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

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
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6.3 STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } SS:

I, _____, am the _____

_____ Of the _____, 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 Paulsboro Council to award to [] the contract for solid waste collection and recycling services in the event said bidder is the lowest responsive responsible bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the Borough of Paulsboro will rely upon the information provided in the Questionnaire in determining the lowest, responsive responsible bidder to be awarded the contract.
4. I also understand and agree that the Borough of Paulsboro Council 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 Paulsboro, 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 Paulsboro 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 ____ 20__.

Notary Public of _____

My Commission expires _____, 20__.

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

QUESTIONNAIRE

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

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

1. How many years has the bidder been in business as a contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it by the Borough of Paulsboro 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 [GOVERNING BODY] 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.

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL SPECIFICATIONS
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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, and 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.

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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 the financial statement or balance sheet of the bidder, certified by a certified public accountant.

14. Additional remarks.

6.4 BID GUARANTY

[See Section 3.2 Bid Guarantees]

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

[FORM SUPPLIED BY CONTRACTING UNIT]

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL SPECIFICATIONS
BOROUGH OF PAULSBORO - 2022

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.:

I, _____, 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 _____, the bidder submitting the Bid Proposal for the above named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the [GOVERNING BODY] 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 Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

____ day of ____ 20__.

Notary Public of

My Commission expires _____, 20__.

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
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6.7 CONSENT OF SURETY

[FORM SUPPLIED BY CONTRACTING UNIT]

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
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6.8 PROPOSAL

Proposal for Solid Waste Collection beginning April 1, 2018 for the Borough of Paulsboro.

I or We _____

of _____

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

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

NOTE:

Bidders are required to sign all Option Proposal sheets.

Bidders are required to bid on all Option Proposals.

Signature

Affix seal if a corporation.

Title

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
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NOTE THAT THE TWO ONE-YEAR EXTENSIONS MENTIONNED IN THESE OPTIONS IS AT THE SOLE DISCRETION OF THE BOROUGH. IF THE BOROUGH'S DECIDES TO EXTEND THE CONTRACT, THE BOROUGH WILL NEGOTIATE A PRICE FOR THE PARTICULAR OPTION AT THE TIME OF THE EXTENSION.

6.8.1 PROPOSED OPTION #1

[THREE YEAR] COLLECTION AND DISPOSAL OF SOLID WASTE AND COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS IN THE BOROUGH OF PAULSBORO.

THREE (3) YEAR CONTRACT FROM APRIL 1, 2023 TO MARCH 31, 2026; WITH TWO ONE-YEAR EXTENSIONS AS PERMITTED BY LAW.

The following bid is submitted pursuant to and in compliance with the advertisement for bids dated December 16, 2022 and the information and specifications for bidders related thereto and in strict accordance with the specifications and all addenda issued by the Borough of Paulsboro.

Three Year Contract
April 1, 2023 to March 31, 2026

Year 1: 2023 – 2024

\$ _____

Year 2: 2024 – 2025

\$ _____

Year 2: 2025 – 2026

\$ _____

TOTAL THREE YEARS: _____

Name of Firm or Individual

Signature

Title

Address

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL SPECIFICATIONS
BOROUGH OF PAULSBORO - 2022

Attest- if Corporation

Witness

6.8.2

PROPOSED OPTION #2

[TWO YEAR] COLLECTION AND DISPOSAL OF SOLID WASTE AND COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS IN THE BOROUGH OF PAULSBORO.

TWO (2) YEAR CONTRACT FROM APRIL 1, 2023 TO MARCH 31, 2025; WITH TWO ONE-YEAR EXTENSIONS AS PERMITTED BY LAW.

The following bid is submitted pursuant to and in compliance with the advertisement for bids dated December 16, 2022 and the information and specifications for bidders related thereto and in strict accordance with the specifications and all addenda issued by the Borough of Paulsboro.

Three Year Contract
April 1, 2023 to March 31, 2025

Year 1: 2023 – 2024

\$ _____

Year 2: 2024 – 2025

\$ _____

TOTAL TWO YEARS: _____

Name of Firm or Individual

Signature

Title

Address

Attest- if Corporation

Witness

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL SPECIFICATIONS
BOROUGH OF PAULSBORO - 2022

6.8.3 PROPOSED OPTION #3

COLLECTION AND DISPOSAL OF SOLID WASTE CURBSIDE AND RECYCLABLES FROM CONTAINER IN PUBLIC WORKS YARD IN THE BOROUGH OF PAULSBORO. THREE (3) YEAR CONTRACT FROM APRIL 1, 2023 TO MARCH 31, 2026; WITH TWO ONE-YEAR EXTENSIONS AS PERMITTED BY LAW.

The following bid is submitted pursuant to and in compliance with the advertisement for bids dated December 16, 2022 and the information and specifications for bidders related thereto and in strict accordance with the specifications and all addenda issued by the Borough of Paulsboro.

Three Year Contract
April 1, 2023 to March 31, 2026

Year 1: 2023 – 2024

\$ _____

Year 2: 2024 – 2025

\$ _____

Year 2: 2025 – 2026

\$ _____

TOTAL THREE YEARS: _____

Name of Firm or Individual

Signature

Title

Address

Attest- if Corporation

Witness

SECTION 7: CONTRACT DOCUMENTS

7.1. PERFORMANCE BOND

The successful bidder when awarded a contract shall furnish a performance bond in the amount of one hundred percent (100%) of the first full year bid guaranteeing performance of the contract in a form acceptable to the Borough of Paulsboro and provided herein. A performance bond shall be supplied for each succeeding year of the contract as specified in Section 4.4 within, in the amount of 100% of the upcoming years bid amount.

7.2. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } SS:

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 Paulsboro rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

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

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
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I also understand and agree that failure to comply with the representations container herein shall be cause for breach of contract and will entitle the Borough of Paulsboro to damages arising there from.

Name of Firm or Individual Title _____

Signature Date _____

Subscribed and sworn to before me this

____ Day of ____ 20__.

Notary Public of

My Commission expires _____, 20__.

7.3. CERTIFICATE OF INSURANCE

Applicable insurance certificates must be furnished by the successful bidder as more particularly set forth in this document in a form as per the

Attached sample.

7.4 BUSINESS REGISTRATION CERTIFICATE

Must be attached

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } s.s.:

I, _____, of the City of _____

In the State of _____

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

I am employed by the firm of _____, the bidder submitting the
Bid Proposal for the above-named project, in the capacity of _____
_____, and I have executed the Bid Proposal with full authority

To do so. Further, the bidder 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

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
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____ Day of ____ 20 ____.

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.

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
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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).

SOLID WASTE MATERIALS AND RECYCLABLE MATERIALS
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**SECTION 8
MUNICIPAL DATA**

Borough of Paulsboro- MUNICIPAL DATA

APPROXIMATE COLLECTION STOPS 2242

Containers See Section 5.18

POPULATION: ~ 6,150 (2010 U.S. CENSUS)

AREA: 1.96 Square Miles

TOTAL ROAD MILES: APPROXIMATELY 22 Miles

TONNAGE REPORT

	2011	2012	2013	2014	2015*	2016	2017
Solid Waste	2964	3044	3016	2795	961.37	2837.42	2912.80
Single Stream	592	551	569	513	211.84	515.25	515.56
White Goods	25.4	0.27	-0-	12.8	10	15	10

- Aug 1 through Dec 31, 2015