

**BOROUGH OF FANWOOD
UNION COUNTY, NEW JERSEY**

2023 CURBSIDE COLLECTION AND DISPOSAL OF RECYCLABLES

Colleen M. Mahr, Mayor

Borough Council

Anthony Carter, Council President

Jeffrey Banks

Francine Glaser

Erin McElroy-Barker

Katherine Mitchell

Patricia Walsh

Russell Huegel, Esq. Borough Attorney

Rayna E. Harris, Borough Administrator

Bid Due Date: 10:00AM Tuesday, November 22, 2022

**Fanwood Borough Hall
75 North Martine Avenue
Fanwood, NJ 07023**

1. INSTRUCTIONS TO BIDDERS

1.1. THE BID

The Borough of Fanwood is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a period of 2 year(s), to commence on January 1, 2023 and ending on December 31, 2024 (unless extended by the Borough as outlined), 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 seven days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids, be published in the Union County *Hawk*, and in the Newark *Star Ledger*.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Borough Clerk, Kathleen Holmes, RMC at 10:00AM November 21, 2022 at the Borough of Fanwood Municipal Building, 75 North Martine Avenue, Fanwood, NJ. Bids must be delivered by hand or by mail to Kathleen Holmes, RMC no later than 10:00 AM Monday November 21, 2022. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 DOCUMENTS TO BE SUBMITTED

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

1. A photocopy of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126 et seq.
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Borough of Fanwood;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety;
7. Bid Proposal; and
8. Certification regarding investment activities in Iran, in accordance with N.J.S.A. 52:32-58.

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

2. DEFINITIONS

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

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

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

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

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

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

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

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

“Contract administrator” is the person authorized by the contracting unit to 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 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.

“Designated collected recyclable material,” as indicated in Chapter 235 of the Borough of Fanwood Code, means:

- Plastics marked with numbers 1,2,3,4,5,6 & 7
- Aluminum cans
- Aluminum trays and foil (cleaned)
- Steel and tin cans
- Glass jars and bottles
- Newspapers and inserts (remove plastic sleeves)
- Magazines, catalogs, phone books
- Office and school paper
- Cardboard
- Boxboard (cereal boxes, etc.)
- Brown paper bags
- Paperback books
- Paper-only junk mail

"Disposal facility" means those sites designated in the Union County Solid Waste Management Plan for use by the Borough of Fanwood. The authorized disposal facility that accepts the types of waste that will be collected pursuant to the contract is Bayshore Recycling, 75 Crows Mill Rd, Keasbey, NJ 08832.

"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, including:

January 2nd

May 29th

July 4th

September 4th

November 23rd

December 25th

(Dates shown are for 2023 only)

"Legal newspaper" means the Union County *Hawk* and the Newark *Star Ledger*.

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

"Service area" means the geographic area as shown on the attached map.

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

3. BID SUBMISSION REQUIREMENTS

3.1 BID PROPOSAL

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

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Fanwood in the advertisement for bids.

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

1. For a corporation or limited liability company, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in sections 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

D. The bid proposal contains option bids. The Mayor and Council of the Borough of Fanwood may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder; provided, however, the Mayor and Council of the Borough of Fanwood shall not award the contract based on the bid price for separate options.

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

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

3.2 BID GUARANTEES

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

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 Mayor and Council of the Borough of Fanwood.

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 provide an equivalent product, subject to the approval of the Borough of Fanwood.

3.5 COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract, including, but not limited to, provision of the successful bidder's Business Registration Certificate issued by the New Jersey Division of Revenue prior to the time a contract, purchase order, or other contracting document is awarded or authorized in accordance with N.J.S.A. 52:32-44(b).

3.6 CONFLICT OF INTEREST AND NON-COLLUSION

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

- A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;
- B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
- C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.

3.7 NO ASSIGNMENT OF BID

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

4. AWARD OF CONTRACT

4.1 GENERALLY

- A.** The Mayor and Council of the Borough of Fanwood 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 Mayor and Council of the Borough of Fanwood'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 Mayor and Council of the Borough of Fanwood 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 Mayor and Council of the Borough of Fanwood rejects all bids, the Borough of Fanwood shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Borough of Fanwood shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of Fanwood to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3 RESPONSIBLE BIDDER

The Borough of Fanwood shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-2 and N.J.A.C. 7:26H-6.8 The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4 PERFORMANCE BOND

- A.** For a one year contract, the successful bidder shall provide a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond to: Borough Administrator, 75 N. Martine Ave., Fanwood, New Jersey 07023 concurrently with the execution and submission of the Agreement between the Borough and Contractor.
- B.** Failure to provide the required one year performance bond at the time and place specified by the Borough of Fanwood shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Borough of Fanwood may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.
- C.** For a two year contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond to: Borough Administrator, 75 N. Martine Ave., Fanwood, New Jersey 07023 concurrently with the execution and submission of the Agreement between the Borough and Contractor. The performance bond for each succeeding year shall be delivered to the Borough of Fanwood with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.
- D.** Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120)

days prior to the termination of the current bond will constitute a breach of contract and will entitle the Mayor and Council of the Borough of Fanwood to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough of Fanwood in re-bidding the contract.

4.5 AFFIRMATIVE ACTION REQUIREMENTS

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.

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 Fanwood 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 Mayor and Council of the Borough of Fanwood may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1

The Contractor shall provide service for the following awarded by the Borough of Fanwood. The Borough of Fanwood shall select the collection Option for the contract period of 24 months with three (3) 12 month renewals

5.2

The Contractor shall provide collection, removal, and disposal from within the territorial and geographical boundaries of the Borough of Fanwood as described below and as outlined in Section 5.5(A) and 5.5 (B):

5.3 COLLECTION

- A. The following materials shall be collected in accordance with the schedule outlined in section 5.5.
 - Plastics marked with numbers 1,2,3,4,5,6 & 7
 - Aluminum cans
 - Aluminum trays and foil (cleaned)
 - Steel and tin cans
 - Glass jars and bottles
 - Newspapers and inserts (remove plastic sleeves)
 - Magazine, catalogs, phone books
 - Office and school paper
 - Cardboard
 - Boxboard (cereal boxes, etc.)

Brown paper bags
Paperback books
Paper-only junk mail

B. Borough-wide pick-up shall be completed in no more than one (1) day. The first pick-up under this Contract shall take place 30 days after the contract has been executed. Unless otherwise provided in this Contract or by written notice from the Borough, pick-ups shall take place every second week.

C. Side Yard (SYS)/Back Yard (BYS) pickup service:

Prospective bidder must include, SYS/BYS service for approximately fifty (50) senior or disabled residents. The list will be maintained by the Borough, who will serve as the point of contact with the residents. The Borough reserves the right to make additions to the list as the need for the service changes. The Borough also agrees to provide the updated list to the contractor within a reasonable time so they may adjust their schedule accordingly.

5.4 CONTAINERS

Bidder shall pickup curbside recycling in existing 96-gallon blue flip-top recycling cart on wheels (Cascade Cart Solutions). In the event the existing 96 gallon carts are damaged or lost, the Bidder shall supply new 96-gallon blue flip-top recycling can on wheels (Cascade Cart Solutions or approved equal) to the requesting dwelling unit or public facility. Cost for the carts and dispatch to the respective unit shall be paid for by the Borough and placed on the next bill cycle. Cost for this service shall be the current market value not to exceed \$100.00 per unit.

5.5 COLLECTION SCHEDULE

A. Contractor shall follow the pick-up schedule currently in place. Pick-up will take place every Wednesday, at each dwelling unit or public facility on the north side of the Borough for week #1, then on the south side of the Borough for week #2 and alternate in the same manner (see map exhibit A for delineation).

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

New Year's Day, Martin Luther King's birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving, Christmas Day.

5.6 SOLID WASTE DISPOSAL

The Borough shall be responsible for marketing and disposal costs of all recyclable material at NJDEP approved facility(s). The Borough will provide the contractor with a location for material disposal at a NJDEP approved facility of their choice. In the event a contractor wishes to utilize a different NJDEP approved facility, a request must be sent in writing to the Borough no more than one (1) month prior to the proposed change. Any changes to the disposal locations must be approved in writing by the Borough.

The Borough will be responsible for maintaining agreements with viable certified recycling disposal markets.

5.7 VEHICLES AND EQUIPMENT

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

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

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so

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

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

5.8 NAME ON VEHICLES

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

5.9 TELEPHONE FACILITIES, EQUIPMENT AND PUBLIC INFORMATION

- A. The Bidder shall supply the Borough and all residents with a 24-hour toll free telephone number at the Bidder's expense which residents shall be instructed to call in the event of missed pick-ups, general inquiries, and complaints. Said number shall be answered promptly by the Bidder during normal weekday business hours and a voicemail or similar messaging service shall be provided for after-hours calls. After-hours calls shall be returned by the Bidder promptly the following business morning. The Bidder shall maintain and provide to the Borough on or about the first day of every month a list of complaints received and the manner in which they were resolved. The Borough will notify the Bidder of any complaints that were received by the Borough so that they can be expeditiously resolved.
- B. The Borough shall provide information on the curbside collection and disposal of recyclables to residents. The Borough, from time to time, may require the Contractor to distribute information to residents. The Borough shall also distribute at Borough expense a yearly newsletter mailed to each household in late December/early January, listing each pick-up day.

5.10 FAILURE TO COLLECT

- A. The Contractor shall report to the Director of Public Works, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where collection is scheduled on a one collection per week basis, that collection will be made within one (1) day, but in no event later than the next scheduled collection day.
- B. Pick-up must occur only between the daylight hours of 7:00 a.m. and 6:00 p.m., unless otherwise stipulated, permitted or ordered by the Borough. In the event of inability to pick-up due to inclement weather, every effort shall be made to pick-up the following day. If pick-up does not occur the following day, the Borough shall make an appropriate adjustment to the Contract Price.

5.11 COMPLAINTS

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

5.12 SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract.

5.13 INVOICE AND PAYMENT PROCEDURE

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

1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough of Fanwood for the preceding calendar month (the "Billing Month").

B. The Borough of Fanwood shall pay all invoices within 60 days of receipt. The Borough of Fanwood will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of Fanwood shall have 60 days from the date of receipt of the corrected invoice to make payment.

C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough of Fanwood 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. Where the Borough of Fanwood will pay the costs of disposal, the disposal facility shall bill the Borough of Fanwood directly for all costs (including taxes and surcharges).

5.14 COMPETENCE OF EMPLOYEES

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

5.15 SUPERVISION OF EMPLOYEES

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

5.16 INSURANCE REQUIREMENTS

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

5.17 CERTIFICATES

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

5.18 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Borough of Fanwood from and against all claims, damages,

losses, and expenses including all reasonable expenses incurred by the Borough of Fanwood 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.

5.19 FUEL SURCHARGES

No Bidder will be permitted to impose Fuel Surcharges during the term of their contract. The Successful Contractor will not bill the Borough for any fuel surcharges throughout the term of contract and any of its extensions.

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

- (a) Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126. et seq.
- (b) Statement of bidder's qualifications, experience and financial ability.
- (c) A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the [CONTRACTING UNIT].
- (d) Stockholder statement of ownership.
- (e) Non-collusion affidavit.
- (f) Consent of surety.
- (g) Proposal.
- (h) Certification regarding investment activities in Iran in accordance with N.J.S.A. 52:32-58.

Name of Firm or Individual

Title

Signature

Date

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

Name _____

Complete Address _____

Telephone Number _____

Certificate Number

Date _____

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

Acknowledgment of Receipt of Addenda

The Undersigned Bidders hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ NO ADDENDA WERE RECEIVED:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000.00 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Business Registration Certification

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency.

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

STATE OF NEW JERSEY }
 COUNTY OF } SS: [PROJECT NAME]

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

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Mayor and Council of the Borough of Fanwood to award to [NAME OF BIDDER] the contract for solid waste collection [and recycling] services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the Borough of Fanwood 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 Mayor and Council of the Borough of Fanwood 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 Fanwood, 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 Fanwood 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__

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 Fanwood 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 Mayor and Council of the Borough of Fanwood 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 Mayor and Council of the Borough of Fanwood in the past five years? If the answer is "Yes, state when, where and why. A complete explanation is required.
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of contracting unit;
 - (b) Approximate population of contracting unit;
 - (c) Term of contract from to;
 - (d) How were materials collected?
 - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
12. List the name and address of three credit or bank references.

13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection. In accordance with N.J.S.A. 40A:11-13(f), the bidder shall additionally submit a financial statement if a financial statement is Federally required as a condition upon the awarding of a monetary grant to be used for the purchase, contract or agreement.

14. Additional remarks.

6.4 BID GUARANTY

[FORM SUPPLIED BY CONTRACTOR]

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

[FORM SUPPLIED BY CONTRACTING UNIT]

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY]
COUNTY OF] SS: [PROJECT NAME]

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

I am employed by the firm of [NAME OF BIDDER], the bidder submitting the Bid Proposal for the above named project, in the capacity of [TITLE OF AFFIANT], and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken 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 Mayor and Council of the Borough of Fanwood rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

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

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me this

____ day of _____, 20____

Notary Public of
My Commission expires _____, 20____

6.7 CONSENT OF SURETY

[FORM HELD BY THE CONTRACT UNIT]

6.8 PROPOSED OPTION #1

Provide curbside recycling services for a two (2) year period starting January 1, 2023, ending December 31, 2024.

	RECYCLABLE
	MATERIALS
Year 1	\$ _____
Year 2	\$ _____
Total	\$ _____

Waste Directed to:
Bayshore
75 Crows Mill Rd
Keasbey, NJ 08832

Individual

Name of Firm or Title

Signature

Date

6.8.1 PROPOSED OPTION #2 (EXTENSION)

Provide curbside recycling services for an additional three (3) year period starting January 1, 2025 ending December 31, 2027.

	RECYCLABLE
	MATERIALS
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Total	\$ _____

Waste Directed to:
Bayshore
75 Crows Mill Rd

Keasbey, NJ 08832

Individual

Name of Firm or Title

Signature

Date

7 CONTRACT DOCUMENTS

7.1 CONTRACT

7.2 (Reserved)

7.3 VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY]

COUNTY OF] SS: [PROJECT NAME]

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

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

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

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

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_.

7.4(Reserved)

7.5 AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY]
COUNTY OF] SS: [PROJECT NAME]

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

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

Name of Firm or Individual Title

Signature Date

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

Notary Public of

My Commission expires _____, 20_.

7.6 MUNICIPAL DATA AND POPULATION

THE BOROUGH OF FANWOOD: 9-2022 MUNICIPAL DATA

2,478 RESIDENTIAL UNITS

6 MUNICIPAL UNITS

Municipal Complex
Rescue Squad
Public Works
Library
LaGrande Park
Forest Road Park

TONNAGE REPORT
(2021 YEAR)
530 Tons recycling

AREA: 1.3 Square Miles

TOTAL ROAD MILES: 29
State – 1.3
County – 4.8
Municipal – 22.9

E. BID PROPOSAL FORM

Scope of Work – 2022 Curbside Collection and Disposal of Recyclables

Date: _____

To: Borough of Fanwood
75 N. Martine Avenue
Fanwood, New Jersey 07092

Proposal of _____ (hereinafter called "Bidder") a _____ corporation, _____ individual, _____ partnership (Check one) doing business as _____.

The Bidder, having examined the Contract Documents, including the Specifications, and the site of the proposed work, and having familiarized itself with all the conditions affecting the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies, for the Project in accordance with the Contract Documents, within the time set forth therein, and at the price(s) stated on the following page(s). The price bid shall cover all expenses incurred in performing the work and rendering services required under the Contract Documents of which the proposal is a part.

In submitting this bid, the Bidder understands that the Borough reserves the right to reject any and all bids. If written notice of acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in a form substantially similar to the draft agreement attached to these documents and furnish the required performance bond and insurance certificates within ten (10) days after the award of the bid. The Bidder agrees to forfeit the Bid Security if the award of bid is made to the Bidder, and the Bidder fails to execute the contract within ten (10) days of award.

Base Bid: 2022 Curbside Collection and Disposal of Recyclables

Year One

Lump Sum price for Year One: \$ _____

(spell out bid price in words)

Monthly price per residence based on 2,478 residences/Year One:

\$ _____

(spell out bid price in words)

Year Two

Lump Sum price for Year Two: \$ _____

(spell out bid price in words)

Monthly price per residence based on 2,478 residences/Year Two:

\$ _____

(spell out bid price in words)

Year Three

Lump Sum price for the Year Three: \$ _____

(spell out bid price in words)

Monthly price per residence based on 2,478 residences/Year 3:

\$ _____

(spell out bid price in words)

(Signature)

(Print Name and Title)

(Print Name of Bidder)

(Business Address)

(Phone)

Subscribed and sworn to before me this _____ *day of* _____, 2022

Notary Public of the State of _____

Seal:

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Borough of Fanwood
75 N. Martine Ave.
Fanwood, NJ 07023

BID SOLICITATION TITLE AND NO. (if appropriate): _____

VENDOR/BIDDER NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

CHECK THE APPROPRIATE CHOICE

_____ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

_____ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities Relationship to Vendor/ Bidder
Description of Activities (attach additional sheets if necessary):

Duration of Engagement Anticipated Cessation Date (attach additional sheets if necessary):

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

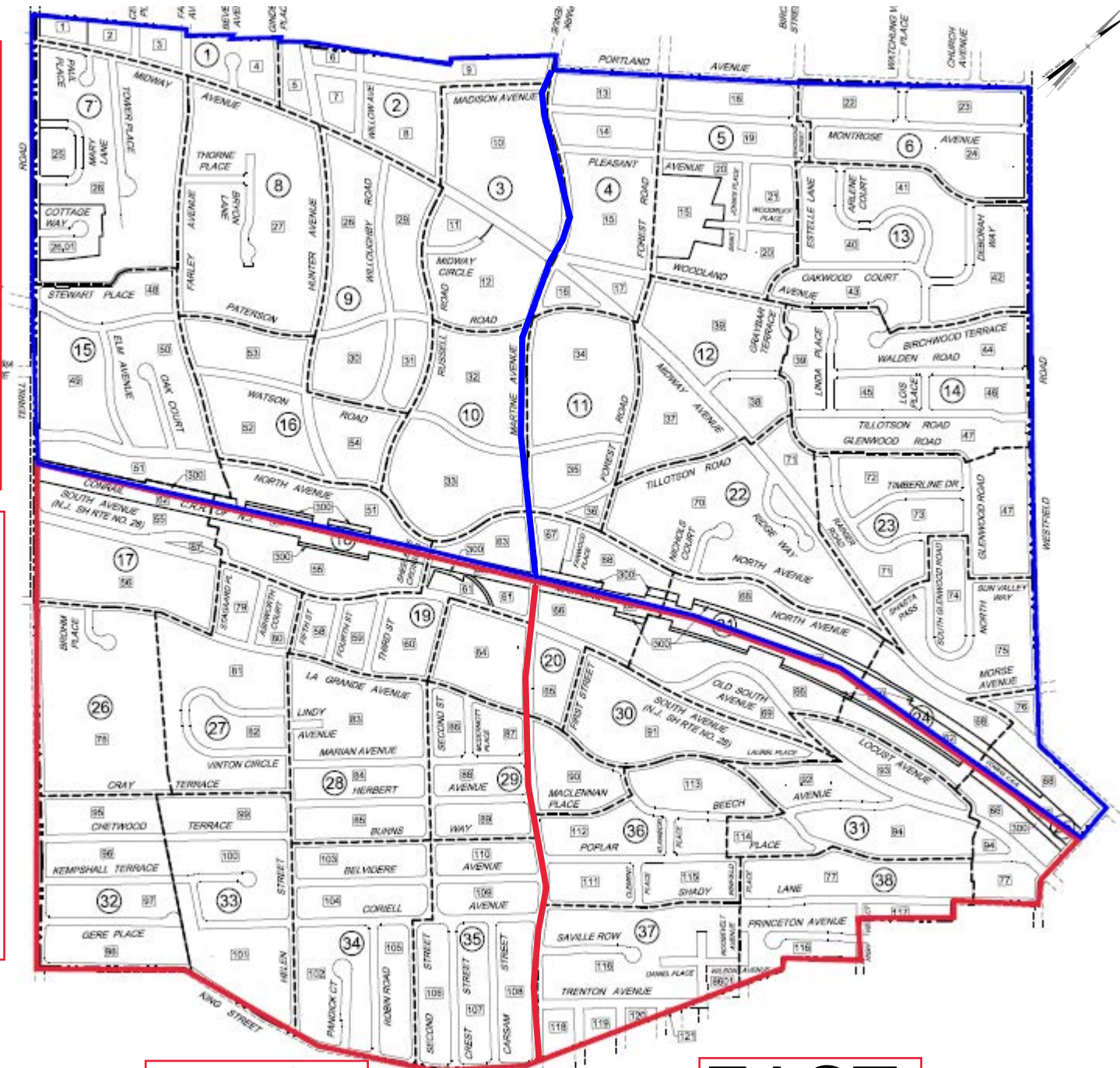
Date

Print Name & Title

BOROUGH OF FANWOOD RECYCLING QUADRANTS

N
O
R
T
H

S
O
U
T
H



WEST

EAST