

**BOROUGH OF WEST CAPE MAY
COUNTY OF CAPE MAY
STATE OF NEW JERSEY**

UNIFORM BID SPECIFICATIONS

**SOLID WASTE
AND RECYCLABLE MATERIALS
COLLECTION SERVICE**

Suzanne M. Schumann

Suzanne M. Schumann, RMC, Municipal Clerk

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LEGAL NOTICE

ADVERTISEMENT FOR BIDS BOROUGH OF WEST CAPE MAY CAPE MAY COUNTY, NEW JERSEY

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the Borough of West Cape May for Solid Waste and Recyclable Materials Collection Services in the Borough of West Cape May, Cape May County, New Jersey.

Bid forms, contracts and specifications are on file at the office of the Municipal Clerk, 732 Broadway, West Cape May, New Jersey 08204.

Said Bids will be received, opened and read aloud in public at the Borough of West Cape May, Cape May County, New Jersey on **Thursday, October 29, 2020 at 10:00 AM** prevailing time.

Copies of the bid forms, contracts and specifications may be obtained from the Clerk's Office, by prospective bidders upon request.

The Borough of West Cape May reserves the right to consider the bids for sixty (60) days after the receipt thereof, and further reserves the right to reject any or all bids, either in whole or in part and also to waive any informality in any and make such awards or take action as may be in the best interest of the Borough of West Cape May.

Bids must be on the bid form prepared by Borough of West Cape May in the manner designated therein and required by the specifications, must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and also bearing on the outside reference to the particular work bid upon. Said bids shall be addressed to Suzanne M. Schumann, Borough Clerk, Borough of West Cape May, 732 Broadway, West Cape May, New Jersey 08204.

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the Borough of West Cape May in an amount not less than ten percent (10%) of the amount bid, but in no case in excess of \$20,000.00. Any such bid bond shall be without endorsement or conditions. Bid shall also be accompanied by a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

The award of the contract shall be made subject to the necessary money to do the work being provided by the Borough of West Cape May in a lawful manner. The award shall further be subjected to the securing of necessary State, Federal or Local permits governing the work.

Bidders are required to comply with the requirements of P.L. 1975,c.127 (N.J.A.C. 17:27) (Affirmative Action), N.J.S.A. 10.5-31 et seq., N.J.A.C. 17:37, P.L. 1963. C150 (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et.seq.).

The contractor is further notified that they must comply with P.L. 1977, c. 33, and submit a Disclosure Statement listing stockholders with his bid.

The contractor is further notified that they must comply with P.L. 1999 c.238 Public Works Contractor Registration Act and they and any subcontractors must be registered in accordance with the act.

The contractor is also further notified that they must comply with P.L. 2004 c. 57 and submit proof of business registration and submit proof of business registration for any named subcontractors in accordance with the act.

By Order of the Borough of West Cape May
Suzanne M. Schumann, RMC, Municipal Clerk

Dated: August 26, 2020

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of West Cape May is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a period of five (5) years, to commence on January 1, 2021 and ending on December 31, 2025, 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 less than seven days, Saturdays, Sundays and holidays excepted, prior to the last date for acceptance of bids, be published in the *Cape May Star and Wave*, and in *The Press of Atlantic City* in accordance with N.J.S.A. 40A:11-23(c)(3).

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Municipal Clerk at 10:00 AM on **Thursday, October 29, 2020** in Borough Hall, 732 Broadway, West Cape May, New Jersey. Bids must be delivered by hand or by mail to the Borough Clerk no later than 10:00 AM on **Thursday, October 29, 2020**. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 DOCUMENTS TO BE SUBMITTED

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

1. Certified 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 West Cape May;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety;
7. Bid Proposal;
8. Disclosure of Investment Activities in Iran Form
9. Mandatory Equal Employment Opportunity Language
10. Procurement and Service Contracts Language "A"

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 reference; all parts of the Bid Specifications constitute a single document.

2. DEFINITIONS

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

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

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

"Certificate of insurance" means a document showing that an insurance policy has

been written and includes a statement of the coverage of the policy.

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

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

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

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

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

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

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

"Designated collected recyclable material" means Type SS Single Stream Recyclables.

"Designated collected solid waste" means solid waste type 10 Municipal Waste. 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 Cape May County Solid Waste Management Plan for use by the Borough of West Cape May

Cape May County Municipal Utilities Authority Landfill

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

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

New Year's Day, Thanksgiving, Christmas

"Legal newspaper" means the *Cape May Star and Wave* and/or *The Press of Atlantic City*.

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

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

The entire area within the boundaries of the Borough of West Cape May (Map Attached)

"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 West Cape May in the advertisement for bids.

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

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

D. The bid proposal contains option bids. The Board of Commissioners 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 Board of Commissioners 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 West Cape May in the amount of 10% of the highest aggregate five 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 West Cape May.

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 Board of Commissioners.

3.4. "OR EQUAL" SUBSTITUTIONS

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

3.5. COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract.

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

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

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

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

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

3.7. NO ASSIGNMENT OF BID

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough of West Cape May 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 Board of Commissioners 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 Board of Commissioners' 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 Board of Commissioners 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 Board of Commissioners rejects all bids, the Borough of West Cape May 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 West Cape May 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 West Cape May to declare the contractor non-responsive and to award the contract to the next lowest bidder. If awarded a contract, your company/firm shall be required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27).

4.3. RESPONSIBLE BIDDER

The Borough of West Cape May 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 the life of the 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 concurrent with delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Borough of West Cape May with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

B. 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 Board of Commissioners 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 West Cape May in re-bidding the contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

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

B. Within seven days after receipt of notification of the Board of Commissioners' intent to award any contract the contractor must submit one of the following to the contracting unit:

1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photo copy of its letter of approval.

2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy of the certificate.

3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.

C. If the Contractor does not submit the affirmative action document within the required time period the Borough of West Cape May may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of West Cape May 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 West Cape May 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 Board of Commissioners may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1 GENERAL SPECIFICATIONS

A. The cost for all tipping fees and landfill and contingency taxes shall be paid for by the Borough of West Cape May, including any increases in the tipping fee, as a result of the action by state regulatory agencies having jurisdiction therefore.

In order to permit verification of landfill fees, the contractor shall comply with the following:

1. The contractor shall supply the Borough of West Cape May with the vehicle numbers and sizes in cubic yards of collection equipment operating in the Borough of West Cape May. If any changes occur in equipment because of breakdown, the contractor shall immediately notify the Commissioner of Public Works of the number of the vehicle and size being used and the number of the vehicle and size being replaced.
2. The contractor shall enter West Cape May with an empty vehicle and shall collect no trash and make no unnecessary stops between West Cape May and the landfill facilities. The contractor and all of its employees shall permit inspection of its vehicles by any authorized representative of the Borough of West Cape May

and shall furnish any information requested by any duly authorized representative of the Borough of West Cape May.

3. The contractor shall submit with the monthly billing, landfill receipts, which show the vehicle number and the quantity of material being delivered to the landfill.

B. BULK TRASH items collected twice yearly. The Commissioner of the Department of Public Works shall designate in writing and give contractor two (2) weeks advance notice of bulk pick up to be held during the months of May and October. In addition to Bulk Trash, the Borough intends to have two dumpsters available in the vicinity of Borough Hall for branches and other organic materials to be deposited and Contractor to provide routine pickup as described in the Options below.

C. GARBAGE, for the purpose of this contract shall comprise all waste both animal and vegetable, which results from the preparation of food for human consumption. TRASH, for the purpose of this contract, shall also mean rubbish, or refuse, and shall comprise all discarded materials such as from household waste baskets, cleaning supplies, plastic containers, pizza boxes, old shoes, crockery, rags, ashes, shells, trimmings from lawns and trees. The item trash shall not include separated recyclable material nor bulk trash as below defined. BULK TRASH includes such items as furniture, T.V. sets, mattresses, boards, tied tree limbs and pieces of wood, not more than five (5) feet in length, nor weighing more than fifty (50) pounds. Bulk trash does not include tree stumps, cast iron, metal piping, demolition or construction materials, automobiles and automobile parts, electronic waste such as TV sets or computers, or "white" items such as refrigerators or sinks.

RECYCLABLE MATERIALS for the purposes of this contract shall mean the following

materials:

Newspaper, magazines, telephone books, paperback books, office paper, junk mail, grocery bags, cardboard and similar paper items, and corrugated comingled glass bottles and jars, aluminum cans, steel (tin) cans including empty aerosol cans, ALL plastic containers up to five (5) gallons in size.

D. The Borough of West Cape May does not make any representation in connection with any phase of this proposal or in connection with any of the supplemental material, which forms part of the total proposal. The total number of residential units is estimated at 967. The number of commercial properties is estimated at 38. The total number of farms is estimated at 4.

1. For additional collections from business places, other than the regular collections listed herein, the business owner shall contract for such collection and disposal charges at his/her own expense.

2. Trash from business locations will be picked up in conjunction with the residential pickup, but in no case shall a business location exceed four (4) trashcans. Over four (4) trash cans, business owners shall be required to furnish their contracts and contract for trash collection separately from that of the Borough.

3. The contractor is not responsible to pick up from private dumpsters, except for the two (2) dumpsters identified as part of each Option.

E. If for any reason the contractor is unable to complete collection in any given day, he must complete collections on the following day. There shall be NO SUNDAY collections at any time during the year.

F. The contractor shall be responsible for any collections of Garbage or Trash or Recycles, which might be missed on collection day. He will be required to make spot

collections within 24 hours after being notified by the Borough.

G. The contractor, during the life of the contract, shall furnish sufficient equipment preferably of the closed package type units, for the collection of Garbage and Trash, and Recycles, sufficiently manned to render service satisfactory to the Borough of West Cape May. All such equipment used must be watertight, or be provided with watertight container or containers entirely covered in such a manner as to prevent leakage or dispersal there from. The contractor will be required to clean up all liquid or solid spillage. The equipment shall be operated and maintained in such manner as to prevent, as nearly as possible, offensive odor or appearance. At the time of signing of the contract, contractor's collection vehicles shall be not more than ten (10) years old.

H. In the event that it would be necessary for the contractor to use equipment other than the closed package type units for the collection of trash which may be too large to be inserted in the package type units, the equipment must be so constructed as to prevent paper or other debris from falling to the streets, and must be equipped with a tarpaulin which must be kept folded in top of each vehicle to be unfolded and used on top of such load as collected on every collection day.

I. The contractor shall see to it that his employees, agents, and collectors shall deport themselves in a quiet, decent, and law-abiding manner; apply themselves diligently to the performance of the necessary work; shall clean up all spilled garbage and trash from the sidewalk areas, curbs and streets when spilled from cans or trucks; and further, shall refrain from neglect or insolence, or any improper conduct; and the contractor or collector shall discipline any employee failing these requirements. Trash cans must be returned to the property in an orderly fashion and placed in an upright position as not to interfere with the flow of traffic, sidewalks, walkways, or bike lanes.

J. If actual experience should prove that the contractor requires more equipment and men to fulfill the contract in a satisfactory manner, the Borough of West Cape May shall require the contractor to furnish additional equipment and men at no increase in the total contract prices.

K. All garbage, trash and recycles, where possible, are to be placed in an approved container by the householder, as specified by Ordinance. All other materials and rubbish such as wood, cartons, etc. too large to be placed in an approved container, shall be placed in an orderly manner at the curb by the householder prior to the regular collection. Such material shall be broken up or separated and tied or secured so that the individual sections or bundles shall not exceed a normal lifting load of fifty (50) pounds or length of four (4) feet.

L. The occupant of the premises shall place containers of garbage, trash and recycles at the curb on their collection days. The contractor shall make collections there from and immediately dispose of the contents in approved equipment and the containers with their lids replaced shall be returned to the premises in good condition.

M. When, in these specifications, there is any reference to duties to be performed by the contractor under an Ordinance, this shall mean any existing Ordinance, or any Ordinance(s) hereinafter adopted relating to garbage, trash, rubbish, or any health measure relating to it.

N. Failure of householders and businesses to comply with the Ordinances of the Borough of West Cape May as to receptacles will not be a valid excuse of the contractor's refusal and failure to collect garbage, trash and recycles.

O. The Borough may change the routes and schedules of contractor after consultation with contractor if required for public health or safety and does not

significantly prejudice contractor.

P. The enforcement of all provisions of these specifications shall be under the control of the Commissioner of the Department of Public Works and the Borough Commissioners.

Q. Violations and Liquidated Damages It is understood that the orderly and proper collection of garbage, trash, bulk trash, and recyclable materials as defined herein, is a matter of service and of vital concern to the Borough because of the effect which it has upon the health and welfare of its residents. Likewise, it is anticipated that occasional and minor breaches may occur during the course of the performance of this service. Since many of these are incapable of prompt and reasonable calculation, the following stipulated liquidated damages may be invoked on behalf of the Borough Commissioners or its authorized representative, whose determination and certification of the same shall be final. The Commissioner of the Department of Public Works shall notify the contractor's supervisor of such violations where they can be immediately corrected. If a violation remains uncorrected for an unreasonable period, the Commissioner of the Department of Public Works may make an appropriate deduction from the next payment due in accordance with the following schedule of liquidated damages.

1. Failure of truck and crew to operate over and finish a regular route, \$250.00/ day.
2. Failure to collect refuse properly in place, \$25.00/ day.
3. Using or maintaining trucks in a leaking or unsanitary condition, \$150.00 per offence.
4. Damaging (other than reasonable and normal wear and tear) or carrying away permanent receptacle, repair, replace or pay \$25.00 per offence.
5. Failure to clean up any materials spilled or draining off equipment, \$150 per

offense.

R. Advertisement of Collection Schedules and Routes. The contractor shall be required to advertise the routes and collection schedules and any changes in the collection schedules in the Cape May Star & Wave at least one (1) week prior to the change. The advertisement shall include the areas to be collected and the schedule of the day's collection. Changes in the collection schedule due to holidays shall be similarly advertised.

S. Collection, Hauling and Dumping by Borough Personnel Various divisions of the Borough will collect trash not included in this contract and transport same to the designated landfill. This material will include trash resulting from Public Works projects by the Borough employees.

T. The Contractor shall provide service for each Option awarded by the Board of Commissioners. The Board of Commissioners shall select one collection Option for the contract period of five years in accordance with any of the option proposals submitted.

5.2. TERRITORY

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

The entire areas within the municipal boundaries of the Borough of West Cape May.
(Map Attached)

5.3. COLLECTION OPTIONS

OPTION #1 - RESIDENTIAL SOLID WASTE & DESIGNATED DUMPSTERS

Designated collected solid waste shall be collected on Wednesday once weekly for residential properties. Bulk Trash shall be collected on Wednesday twice annually in May and October. The Contractor may request a different collection day or days, with a separate bid amount for that day and or days set forth as alternatives to Option #1.

Contractor shall be responsible for curbside collection of all residential trash and garbage placed out for collection on the designated collection day. Trash will be placed out for collection in resident's containers not to exceed 32 gallons in size or 50 pounds in weight, unless otherwise permitted by the contractor. Black plastic bags may be placed out for collection provided that the resident assumes responsibility for animals and birds scattering the contents of the bags. Trash and garbage includes contaminated non-recyclable paper, straw, broken ceramics, plate glass, waxed cardboard boxes, food waste, green garden waste, and other non-recyclable material. Contractor is not responsible for collection of leaves placed out in clear plastic bags. Trash cans must be returned to the property and placed in an upright position as not to interfere with the flow of traffic. Contractor shall be responsible for curbside collection of bulk trash twice annually in May and October.

ONE (1) ORGANIC WASTE DUMPSTER TO BE PROVIDED AND MAINTAINED BY CONTRACTOR. On a continuing basis, Contractor shall provide and maintain one (1) 20-yard dumpster for branches and other organic waste, to be located on Borough Property in the vicinity of Borough Hall as further directed by the Borough (Contractor Dumpster #1). Contractor shall maintain, empty, and replace this dumpster on an as-needed basis as directed by the Borough during peak season of organic waste, but no less than once per month.

FOUR (4) BOROUGH-OWNED DUMPSTERS TO BE EMPTIED REGULARLY BY CONTRACTOR. On a continuing basis, Contractor shall empty and provide for the continued use of four (4) dumpsters owned by the Borough on a weekly basis, year-round. Borough Dumpster #1 is a 3-Yard Commercial Rear Load Trash Dumpster to be located on Borough Property as directed by the Borough. Borough Dumpsters #2, #3, and #4 are each 3-yard Recycling dumpsters owned by the Borough and located on Borough Property. Contractor shall empty and provide for the continued use of Borough Dumpsters #1, #2, #3, and #4 on a weekly basis, year-round.

OPTION #2 - RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS & DESIGNATED DUMPSTERS

Designated collected solid waste and designated collected recyclable material shall be collected on Wednesdays once weekly for residential properties. Bulk Trash shall be collected on Wednesday twice annually. The Contractor may request a different collection day or days, with a separate bid amount for that day and or days set forth as alternatives to Option #2.

Contractor shall be responsible for curbside collection of all residential trash and garbage placed out for collection on the designated collection day. Trash will be placed out for collection in resident's containers not to exceed 32 gallons in size or 50 pounds in weight, unless otherwise permitted by the contractor. Black plastic bags may be placed out for collection provided that the resident assumes responsibility for animals and birds scattering the contents of the bags. Trash and garbage includes contaminated non-recyclable paper, straw, broken ceramics, plate glass, waxed cardboard boxes, food waste, green garden waste, and other non-recyclable material. Contractor is not responsible for collection of leaves placed out in clear plastic bags. Trash cans must be returned to the property and placed in an

upright position as not to interfere with the flow of traffic. Contractor shall be responsible for curbside collection of bulk trash twice annually in May and October.

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FOUR (4) BOROUGH-OWNED DUMPSTERS TO BE EMPTIED REGULARLY BY CONTRACTOR. On a continuing basis, Contractor shall empty and provide for the continued use of four (4) dumpsters owned by the Borough on a weekly basis, year-round. Borough Dumpster #1 is a 3-Yard Commercial Rear Load Trash Dumpster to be located on Borough Property as directed by the Borough. Borough Dumpsters #2, #3, and #4 are each 3-yard Recycling dumpsters owned by the Borough and located on Borough Property. Contractor shall empty and provide for the continued use of Borough Dumpsters #1, #2, #3, and #4 on a weekly basis, year-round.

5.4. CONTAINERS

All containers must be capable of being handled by one person and shall not exceed 32 gallons or 50 pounds, unless otherwise permitted by contractor. Black plastic bags may be placed out for collection provided that the resident/business assumes responsibility for animals and birds scattering the contents of the bags.

5.5. COLLECTION SCHEDULE

A. All collection services, as described in these specifications, shall be performed

on all designated days between 7:00 AM and 5:00 PM.

- B. The following legal holidays are exempted from the waste collection schedule:
New Year's Day, Thanksgiving, Christmas.

5.6. SOLID WASTE DISPOSAL

A. All solid waste collected within the Borough of West Cape May shall be disposed of in accordance with the Cape May 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 Cape May County Municipal Utilities Authority Landfill in Woodbine, NJ.

B. The Borough of West Cape May reserves the right to designate another disposal facility [or, if applicable, disposal facilities] in accordance with the Cape May County Solid Waste Management Plan or in the event that the designated Disposal Facility is unable to accept waste. The Borough of West Cape May will assume all additional costs or benefits that are associated with such designation.

5.7. VEHICLES AND EQUIPMENT

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

B. All 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 AND EQUIPMENT

A. The Contractor must provide and maintain an office within reasonable proximity of the Borough of West Cape May 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 9:00AM and 5:00PM. The Borough of West Cape May shall list the Contractor's telephone number in the Telephone directory along with other listings for the Borough of West Cape May.

5.10. FAILURE TO COLLECT

A. The Contractor shall report to the Contract Administrator, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude

collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where collection is scheduled on a one collection per week basis, that collection will be made as soon as possible, but in no event later than the next scheduled collection day.

5.11. COMPLAINTS

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the 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 West Cape May.

B. The Contractor shall submit a copy of all complaints received and the action taken to the Borough of West Cape May

5.12. SOLICITATION OF GRATUITIES

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

5.13. INVOICE AND PAYMENT PROCEDURE

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

1. Within 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 West Cape May for the preceding calendar month (the "Billing Month").

2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Borough of West Cape May for reimbursement.

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

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

D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the Borough of West Cape May shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the governing body; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

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

E. Where the Borough of West Cape May will pay the costs of disposal, the disposal facility shall bill the Borough of West Cape May 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 West Cape May 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 West Cape May as an Additional Named insured indemnifying the Borough of West Cape May with respect to the Contractor's actions pursuant to the Contract.

5.17. CERTIFICATES

Upon notification by the Borough of West Cape May, 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 West Cape May from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of West Cape May on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

- ___ 6.2. Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- ___ 6.3. Statement of bidder's qualifications, experience and financial ability and questionnaire responses.
- ___ 6.4. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough of West Cape May.
- ___ 6.5. Stockholder statement of ownership.
- ___ 6.6. Non-collusion affidavit.
- ___ 6.7. Consent of surety.
- ___ 6.8. Proposal.
- ___ 6.9. Disclosure of Investment Activities in Iran Form.
- ___ 6.10. Mandatory Equal Employment Opportunity Language.
- ___ 6.11. Procurement and Service Contracts Language "A".

Name of Firm or Individual

Title

Signature

Date

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

Name _____

Complete Address _____

Telephone Number _____

Certificate Number _____

Date _____

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

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

AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } SS:

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 Board of Commissioners 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 West Cape May 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 Board of Commissioners 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 West Cape May, 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 West Cape May 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 _____ 2020.

Notary Public of _____
My Commission expires _____, 2020.

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

QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the Borough of West Cape May. 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 Board of Commissioners 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 Board of Commissioners in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.

6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of contracting unit;

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

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

14. Additional remarks.

6.4 BID GUARANTY

[ATTACH BID GUARANTY]

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

Name of Business: _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Corporation Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2020

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS.:

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

I am employed by the firm of _____ [NAME OF BIDDER], the bidder submitting the Bid Proposal for the above named project, in the capacity of _____ [TITLE OF AFFIANT] _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or other wise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Board of Commissioners 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 _____ 2020.

Notary Public of

My Commission expires _____, 2020.

6.7 CONSENT OF SURETY

SURETY DISCLOSURE STATEMENT & CERTIFICATION

_____ Surety(ies) on the attached Bond, hereby certify(s) the following:

(1) The Surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the Surety(s) participating in the issuance of the attached Bond is (are) in the following amount(s) as of the calendar year ended December 31, ____ (most recent calendar year for which capital and surplus amounts are available) , which amounts have been certified as indicated by certified public accountants (indicating separately for each Surety that Surety's capital and surplus amounts, together with the name and address of the firm of certified public accountants that shall have certified those amounts)

(3) (a) With respect to each Surety participating in the issuance of the attached Bond that has received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. sec. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such Surety that Surety's underwriting limitation and the effective date thereof):

(b) With respect to each Surety participating in the issuance of the attached Bond that has not received such a Certificate of Authority from the United States Secretary of the Treasury, the underwriting limitation of that Surety as established pursuant to R.S. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such Surety that Surety's underwriting limitation and the state on which that limitation was established).

(4) The amount of the Bond to which this Statement and Certification is attached is \$_____.

(5) If, by the virtue of one or more Contracts of Reinsurance, the amount of the Bond indicated under item (4) above exceeds the total underwriting limitation of all Sureties on the Bond as set forth in items (3) (a) or (3) (b) above, or both, then for each such Contract of Reinsurance:

(a) The name and address of each such re-insurer under that Contract and the amount of that re-insurer's participation in the Contract as follows:

(b) Each Surety that is party to any such Contract of Reinsurance certifies that each re-insurer listed under item (5) (a) satisfies the credit for reinsurance requirement

established under P.L. 1993, c.243 (c.17:S1B-1, et seq.) and any applicable regulations in effect as of the date on which the Bond to which this Statement and Certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(To be completed by an authorized certifying agent for each surety on the Bond)

I, _____, as _____
(Name of Agent) (Title of Agent)

for _____
(Name of Surety)

a corporation/ mutual insurance company/ other (indicating type of business organization)
(circle one) domiciled in
(State of Domicile),

DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true and **ACKNOWLEDGE** that if any of those statements are false, this Bond is **VOID**.

(Signature of Certifying Agent)

(Printed Name of Certifying Agent)

(Title of Certifying Agent)

6.8 PROPOSAL

Proposal for Solid Waste and/or Recyclable Materials Collection beginning January 1, 2021.

[NAME OF THE CONTRACTING UNIT]:

I or We

of

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

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

NOTE:

Bidders are required to sign all Option Proposal sheets.

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

Signature

**Affix seal if
a corporation.**

Title

6.8.1 PROPOSAL CHART

Year	<u>OPTION #1</u> Residential Municipal Solid Waste (wkly), 2 Bulk (yrly), & 4 dumpsters	<u>OPTION #2</u> Residential Municipal Solid Waste and Recyclable (wkly) 2 Bulk (yrly), & 4 dumpsters
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

All Waste Must Directed To: Cape May County Municipal Utilities Authority Secured Sanitary Landfill County Route # 610, Dennisville-Petersburg Road, Woodbine, NJ 08270

(Name of Individual)

(Title of Individual)

(Signature of Individual)

/ /
(Dated)

(Name of the Firm/Company)

6.9

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(FORM ON FOLLOWING PAGE)

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES 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 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 non-responsive.** 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 THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder'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 below.**

OR

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

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.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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 above-referenced person or entity. I acknowledge that the State of New Jersey 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 any contracts with the State to notify the State 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 agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

6.10

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

(N.J.S.A. 10:5-31 ET SEQ)

(N.J.A.C. 17:27)

GOODS, SERVICES AND PROFESSIONAL CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to 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, affectional or sexual orientation or sex. 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 for the 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, affectional or sexual orientation or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect

discriminatory practices.

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

_____ day of _____ 20____.

Notary Public of
My Commission expires _____, 2020.

6.11

PROCUREMENT AND SERVICE CONTRACTS LANGUAGE "A"

In the event that you or your firm is awarded this contract, our office upon award will send the necessary forms. These should be submitted within seven (7) working days of notification. (Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., codified at N.J.A.C. 17:27-1.1 et seq.)

- 1. Does this contract have the potential of having a dollar value of \$17,500.00 or better?
 - () Yes (If yes, complete #2)
 - () No (If no, no further documentation is required)

- 2. Does your company have a Federal Affirmative Action Plan Approval Letter?
 - () Yes (If yes submit a Photostat copy)
 - () No (If no, complete "A" below)
 - A. Does your company have a Certificate of Employee Information Report?
 - () Yes (If yes, submit a Photostat copy)
 - () No (If no, complete "B" below)
 - B. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report form (AA-302) will be returned to you for your completion.

- 3. Each contract over \$17,500.00 must also contain Language "A".

- 4. Are you a minority owned business? () Yes () No

All successful vendors must submit one of the following forms of evidence:

- 1. Letter of Federal Approval
- 2. Certificate of Employee Information Report
- 3. Employee Information Report Form AA302

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

Name: _____ Title: _____
Signature: _____ Date: _____

Contractor: Please complete and sign this form and return it with your contract or Bid Proposal.

*****AN EQUAL OPPORTUNITY EMPLOYER*****

Special Note: This questionnaire must be completed, signed and returned with your bid

7. CONTRACT DOCUMENTS

7.1. CONTRACT

[SAMPLE CONTRACT TO FOLLOW]

**CONTRACT FOR SOLID WASTE AND RECYCLABLE
MATERIALS COLLECTION SERVICE**

This Agreement is made this ____ day of December, 2020, between the Borough of West Cape May, New Jersey ("Borough"), 732 Broadway, West Cape May, New Jersey, 08204, and _____ of _____ ("Contractor").

WITNESSETH: the Borough having chosen the Contractor by resolution adopted on _____, 2020, as the lowest responsible bidder in accordance with the Local Public Contracts Law, the parties hereby agree as follows:

1. The Contractor shall provide material, tools, vehicles equipment and apparatus, and perform all of the work and labor required for the collection and disposal of residential municipal solid waste, in strict accordance with the Information to Bidders, General Requirements, Proposal, Schedule of Bid Prices and Specifications, collectively referred to as the "Contract Documents," annexed hereto and incorporated into this Contract by reference.

2. In consideration of those services, the Borough shall pay the Contractor the amounts set forth in the following schedule:

CONTRACT YEAR	CONTRACTOR PRICE
2021	\$ _____
2022	\$ _____
2023	\$ _____
2024	\$ _____
2025	\$ _____

The Borough shall pay all tipping fees and landfill and contingency taxes.

3. The term of this Contract shall be for five years, from January 1, 2021 to December 31, 2025. The Contract shall become effective upon execution by all parties.

4. The Contractor shall, on behalf of itself and its representatives or employees, indemnify, hold and save harmless the Borough and its governing body, of, from and against all loss, injury and damage to person or property in whatever form arising out of or in connection with this Contract, the Contract documents, or the Contractor's failure or neglect to perform any of their terms or conditions. This indemnification is in addition to any remedy the Borough may have against the Contractor in law, equity or otherwise.

5. The Borough's failure to insist upon the strict performance of any of the terms and conditions of the Contract or the Contract Documents on any one or more instances shall not be construed as a waiver or relinquishment for the future of the Borough's right to insist upon compliance with all such terms and conditions.

6.1 This Contract shall not become effective until such time as the Contractor posts all required performance bonds and sureties due in accordance with the Bid Specifications, in

a form and manner acceptable to the Borough, and provides proof of the insurance coverages required by those specifications. Those bonds and insurances must be renewed as necessary during the term of the Contract.

6.2 If during the term of the Contract, any bond or surety expire, or any insurance be found lacking, the Borough shall have the absolute right to immediately terminate this contract upon fifteen (15) days notice to the Contractor. Any termination pursuant to this provision shall not relieve the Contractor for responsibility for any loss or damage suffered by the Borough by reason of that termination of any default on the Contractor's part resulting in termination.

7. Should the Contractor breach any term or condition of the Contract Documents, the Borough shall give written notice of that breach to the Contractor. Should the breached condition or term not be corrected within 30 days of the notice, the Borough may terminate the Contract, notwithstanding a subsequent cure of the default or breach.

8. Should the Contractor fail to complete its work in accordance with this Contract or the Contract Documents, the Contractor shall pay the Borough liquidated damages for each and every calendar day (Sundays and legal holidays excepted) that the time in said performance or completion exceeds the time allowed, in accordance with the schedule of liquidated damages set forth at Section 5(Q) of the Bid Specifications for this Contract.

9.1 This Contract shall inure to the benefit of, and be binding upon, the parties hereto, their respective heirs, successors and assigns.

9.2 This Contract shall not be contracted, sold, subcontracted, assigned, pledged, mortgaged or set over by the Contractor to any person, firm or corporation except upon the Borough's express written consent.

10. The Contractor shall comply with all anti-discrimination or and affirmative action laws and regulations. Attached as "Exhibit A" to this contract, and incorporated herein, is the mandatory equal employment opportunity language required under New Jersey law to be included in all public agency contracts for goods and services. See N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly and properly executed the day and year first above written.

ATTEST

BOROUGH OF WEST CAPE MAY

By: _____
Carol E. Sabo, Mayor

ATTEST

[Entity]

By: _____

“EXHIBIT A”
to
CONTRACT FOR SOLID WASTE AND RECYCLABLE
MATERIALS COLLECTION SERVICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to 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, affectional or sexual orientation or sex. 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 for the 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, affectional or sexual orientation or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

____ day of ____ 20____.

Notary Public of
My Commission expires _____, 2020.

7.2. PERFORMANCE BOND

[ATTACH PERFORMANCE BOND]

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS:

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

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Board of Commissioners 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 West Cape May, 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 West Cape May is not feasible, that the Borough of West Cape May will not be responsible for disposal costs for waste generated outside the Borough of West Cape May.

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 West Cape May 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. CERTIFICATE OF INSURANCE

[ATTACH CERTIFICATE OF INSURANCE]

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.:

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__.

ATTACHMENT #1

Borough of West Cape May - 2019 MUNICIPAL DATA

RESIDENTIAL SOURCES:

Total 967

Containers Not to exceed 32 gallons in size or 50 pounds in weight unless otherwise permitted by Contractor.

MUNICIPAL SOURCES:

Municipal buildings 1

Total 1

Containers See Options #1 and #2 describing Borough-owned dumpsters.

POPULATION: 1,100 October through May; 4, 500 June through September

AREA: 1.1 square miles

TOTAL ROAD MILES: approximately 13.5 miles

