

BOROUGH OF SEA BRIGHT
1099 OCEAN AVENUE
SEA BRIGHT, NJ 07760
MONMOUTH COUNTY, NEW JERSEY

732-842-0099



UNIFORM BID SPECIFICATIONS
SOLID WASTE AND RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL SERVICE

BID OPENING: SEPTEMBER 27, 2024
AT 10:00 AM

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Mayor and Council of the Borough of Sea Bright, Monmouth County, New Jersey for Solid Waste and Recyclable Materials Collection and Disposal Services. Bids will be opened and read in public at the Municipal Building in the second floor conference room, located at 1099 Ocean Avenue, Sea Bright, NJ 07760, New Jersey on Friday, September 27, 2024 at 10:00 o'clock A.M. prevailing time.

Specifications and bid information are available on the borough website (www.seabrightnj.org), may be obtained at the office of the Borough Clerk at 1099 Ocean Avenue, Sea Bright, NJ 07760, during regular business hours or requested electronically at cpfeiffer@seabrightnj.org

Proposals must be made on the Standard Proposal Forms in a manner designated in the bid documents. All bids must be enclosed in a sealed envelope bearing the name and address of the bidder and the following title: **"Bid - Solid Waste and Recyclable Materials Collection and Disposal Service"** addressed to the Borough of Sea Bright and must be accompanied by all items identified in the Bid Documents including, but not limited to, a Statement of Consent of Surety from a surety company holding a Certificate of Authorization to do business in the State of New Jersey and a bid guarantee (Proposal Security) for not less than ten percent (10%) of the amount bid except that the guarantee need not exceed \$20,000.00.

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

The Borough reserves the right to reject any and all bids, or to waive any informalities in the bids and accompanying documents received.

BY ORDER OF THE MAYOR AND COUNCIL OF THE BOROUGH OF SEA BRIGHT

Christine Pfeiffer, Borough Clerk

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Sea Bright is soliciting bid proposals from solid waste collectors interested in providing solid waste and recyclable materials collection and disposal services for a period of 3 (three) years, to commence on November 1, 2024 and ending on October 31, 2027, with the option to extend for an additional two, one (1) year terms, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

1.2 CHANGES TO THE BID SPECIFICATIONS

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

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Borough Clerk or her representative on Friday, September 27, 2024 at 10:00 A.M. at the Municipal Building in the second floor conference room, located at 1099 Ocean Avenue, Sea Bright, NJ 07760. Bids must be delivered by hand or by mail to the Borough Clerk no later than 10:00 A.M. on Friday, September 27, 2024. All bid proposals will be dated, 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 photocopies 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 Sea Bright;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety;
7. Bid Proposal; and
8. Business Registration Certificate.
9. All documents set forth in the Bid Specifications.
10. A document set forth in Section 4.5 of the Bid Specifications showing Affirmative Action Compliance.
11. A Certificate of Insurance showing coverage in the amounts called for in Sections 5.16 and 7.4.
12. Disclosure of Investment Actions in Iran.

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

2. DEFINITIONS

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

"Bid guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful bidder will enter into a contract. "Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services contained herein.

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

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

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

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

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

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

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

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

"Designated collected recyclable material" means aluminum, bi-metal/tin cans, glass, plastic and certain papers and other products as defined in the code of the Borough of Sea Bright Sections 178-6 and 178-7.

"Designated collected solid waste" means solid waste type 10. 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 Monmouth County Solid Waste Management Plan for use by the Borough of Sea Bright.

Monmouth County Reclamation Center
6000 Asbury Avenue
Tinton Falls, NJ 07753

"Governing body" means the governing body of the Borough of Sea Bright, 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 Day and Christmas Day.

"Legal newspaper" means the Asbury Park Press and 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 described below. The service area for this contract is the entire Borough of Sea Bright.

"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 Sea Bright 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 bid options. The Borough of Sea Bright may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any

combination of options is the lowest responsible bidder; provided, however, the Borough of Sea Bright 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 Sea Bright in the amount of 10% of the highest aggregate three (3) 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 Sea Bright.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

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

3.4. "OR EQUAL" SUBSTITUTIONS

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

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

4. AWARD OF CONTRACT

4.1. GENERALLY

A. The Borough of Sea Bright shall award the contract or reject all bids within the time

specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough of Sea Bright'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 Borough of Sea Bright reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Borough of Sea Bright rejects all bids, the Borough of Sea Bright 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 Sea Bright 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 Sea Bright to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Borough of Sea Bright shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1 and N.J.A.C. 7:26H-6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4. PERFORMANCE BOND

A. For a three-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 within five (5) days of the award of bid to the Borough Clerk's Office, 1099 Ocean Avenue, Sea Bright, NJ 07760. The performance bond for each succeeding year shall be delivered to the Borough of Sea Bright with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

B. Failure to provide the required one-year performance bond at the time and place specified by the Borough of Sea Bright 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 Sea Bright 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. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough of Sea Bright 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 Sea Bright 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.

A successful bidder must submit to the Borough of Sea Bright, one of the following three (3)

documents:

- a. A photocopy of a **valid letter** identifying that the contractor is operating under an existing Federally approved or sanctioned affirmative action program, OR
- b. A photocopy of a **Certificate** of Employment Information Report approval issued in accordance with N.J.A.C. 17:27-4, OR
- c. A photocopy of an Employee Information Report (**Form AA302**) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

B. If the Contractor does not submit the affirmative action document within the required time period, the Borough of Sea Bright may extend the deadline by a maximum of fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall cause for the Borough of Sea Bright 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 Sea Bright will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal.

4.7. ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall

be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Borough of Sea Bright may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1 The Contractor shall provide service for each Option awarded by the Governing Body. The Governing Body shall select one collection Option for the contract period of 3 years with the option to extend for 2 additional 1-year terms in accordance with any of the Option proposals submitted.

5.2 CONDITIONS

Solid waste and recyclable materials collection and disposal services shall be provided to 1076 residential units (which includes single family homes and condominiums/townhouses), 4 apartment buildings and to those limited commercial and professional establishments as listed herein and any apartments associated with commercial uses, and to Borough owned properties. (Price cannot be adjusted for new construction.)

BOROUGH, LIMITED COMMERCIAL AND PROFESSIONAL USES FOR SOLID WASTE AND SINGLE STREAM RECYCLING COLLECTION AND DISPOSAL

Solid waste and single stream recyclable materials collection and disposal shall be provided to the limited commercial and professional uses as listed below.

BUSINESS NAME	ADDRESS	TYPE OF BUSINESS
Bungalow Road	1050 Ocean Avenue	Retail/Gift Store
Exquisite Relief	1052 Ocean Avenue	Retail
Perspirology	1054 Ocean Avenue	Fitness Studio
Gracie & The Dudes	1062 Ocean Avenue	Retail/Ice Cream
Moo Yai Thai	1064 Ocean Avenue	Restaurant
Sea Bright Pizza	1068 Ocean Avenue	Restaurant
Anjelica's Restaurant	1070 Ocean Avenue	Restaurant
Monmouth Squash Club	1071 Ocean Avenue	Health Club
Burke & Manna Real Estate LLC	1076 Ocean Avenue	Real Estate Office
Bain's Hardware	1092 Ocean Avenue	Retail
Lucky Dog Surf Co.	1096 Ocean Avenue	Retail
E.F Mason Agency	1102 Ocean Avenue	Professional Office
Alice's Kitchen	1106 Ocean Avenue	Restaurant
Playa Bowls	1110 Ocean Avenue	Retail
Wildflower Hair Studio LLC	1112 Ocean Avenue	Hair Salon
New Super Golden	1120 Ocean Avenue	Restaurant
Yumi Inc.	1120 Ocean Avenue	Sushi-Neo Asian
Giglio's Bait & Tackle	1123 Ocean Avenue	Retail
Brother's Daly	1124 Ocean Avenue	Restaurant
Northshore	1127 Ocean Avenue	Retail
TBD	1132 Ocean Avenue	Restaurant
GiGi's Pizza	1142 Ocean Avenue	Restaurant
Melonhead	1146 Ocean Avenue	Juice Bar
Dr. Michele Bruker & Dr. Kevin Collier	1480 Ocean Avenue	Dental Office

CONDOMINIUM/TOWNHOUSE OR APARTMENT LIST FOR SOLID WASTE AND SINGLE STREAM

RECYCLING COLLECTION AND DISPOSAL

Solid waste and single stream recyclable materials collection and disposal shall be provided to the Condominiums, /Townhouses and Apartment as listed below.

CONDOMINIUM/TOWNHOUSES	ADDRESS	NUMBER OF UNITS
Yacht Harbor Condominiums	1382 Ocean Avenue	52
Ocean Reef Townhouses	1540 Ocean Avenue	24
Badminton Condominiums	4 Badminton Court	8
Nautilus Condominiums	2 Rumson Road	18
Waterways Condominiums	1184 Ocean Avenue	22
Harbor Point Condominiums	1492 Ocean Avenue	29
Sea Bright Village Townhouses	Village Rd & Sandpipe Lane	62
Riveredge Condominiums	260 Ocean Avenue	32
Sunrise Townhouses	1566 Ocean Avenue	24
Ocean Ridge Condominiums	1187 Ocean Avenue	40
Ocean Ridge Condominiums	1 Osborne Place	14
Sea Bridge Townhouses	766 Ocean Avenue	9
Fountains Condominiums	1340 Ocean Avenue	64
Runaway Beach Condominiums	1201 Ocean Avenue	60
Grand Pointe Townhouses	700 Ocean Avenue	16
Chris' Landing Townhouses	1266 Ocean Avenue	23
Lands End Townhouses	174 Ocean Avenue	24
Island View Townhouses	5 Islandview Way	68
Sand Pebble	1490A Ocean Avenue Garden Way	4
Trade Winds Townhouses	1332 Ocean Avenue	13
Riverhouse Condominiums	Center Street	3
North Pointe Condominiums	150 Ocean Avenue	24
O'Mara Condominiums	6 Front Street	2
Sea Spray Condominium	610/612 Ocean Avenue	2
1488 Ocean Avenue Apartments	1488 Ocean Avenue	16
Apartments at Bain's Hardware	1092 Ocean Ave	12
Miscellaneous Apartments above Ocean Avenue Store Fronts	Ocean Avenue	Approx. 30
Municipal Dumpsters 4 – 8 CY dumpsters for trash 2- 8 CY dumpsters for recycling	South Street	

All municipal solid waste and recycling that is intended to be disposed of through the Borough's municipal solid waste and recycling that is intended to be disposed of through the Borough's municipal solid waste collection services shall be placed in a container(s) made of galvanized iron or heavy-duty plastic with two (2) carrying handles for pickup. All containers shall be covered or closed, as applicable, at all times. Curbside pick-up for refuse and recycling per pick-up day shall be limited to five (5) 32 gallon containers or three (3) 64 gallon containers and shall not exceed 50 pounds when filled. Bulk Refuse shall be limited to five (5) Items.

Dumpster service shall only be provided for the apartment uses as identified on the tables listed above. No dumpster service shall be provided to commercial or professional establishments. Dumpsters shall be furnished by the residents or establishments, not the Contractor. The Contractor shall be responsible to the receptacle or dumpster owner for all damage caused to the receptacles, dumpsters, screening systems, resulting from improper handling or use.

All municipal solid waste and recycling that is intended to be disposed of through the Borough's municipal solid waste collection services shall not be mixed or commingled with any

matter not specifically permitted.

Grass clippings shall not be collected.

The Contractor for refuse collection shall be prohibited from collecting any receptacles placed at curbside on a regular refuse collection day, which also contains recyclable materials. The Contractor shall be prohibited from collecting any receptacles placed at the curbside on a regular recyclable collection day, which contain any non-recyclables.

All receptacles shall be promptly replaced in an upright position out of the traveled way and not on the sidewalk after being emptied.

The Contractor shall use every precaution to prevent any materials from being spilled in or on any premises, including any portion of a building, private or public street, during the course of collections. Any materials so spilled shall be immediately broomed up and the premises, building or streets, left in a clean condition. In addition, all containers shall be replaced at the curbside.

The Contractor shall abide by requirements set by Borough Ordinance relative to noise.

The Contractor shall be required to report to the Borough Clerk's office before leaving town on each scheduled pick-up day in order to verify that no complaints were received or if any pickup locations were skipped for any reason.

No garbage, rubbish refuse, or recyclables shall be left by the Contractor in the traveled way or on the sidewalk or curbs or along the route from the place of receptacle placement to collection vehicle. If any garbage, rubbish, refuse, or recyclables, fall from a vehicle or receptacle, either during collection or transportation, such articles shall be immediately gathered and replaced in the vehicle and the place of collection rendered clean. Additionally, all containers shall be replaced at the curbside. Failure to do so, will be considered a violation of the contract. Not complying with Section 5.10 FAILURE TO COLLECT is also a violation of the contract. Failure to maintain area, or respond to a complaint within 24 hours, shall also result in a violation of the contract.

The following recyclable materials shall be collected as part of the Borough's curbside recyclable collection service:

- (1) Newspapers.
- (2) Clean mixed paper products.
- (3) Corrugated Cardboard
- (3) Glass.
- (4) Tin and steel food and beverage containers.
- (5) Aluminum food and beverage containers.
- (6) Recyclable plastics.

Definitions for each of the items listed above are set forth in the Borough Code Chapter 178-7 amended 6-1-2010 by Ordinance 9-2010 and are incorporated herein at length.

5.3 COLLECTION OPTIONS

OPTION 1

Service to 1076 residential units (which includes single family homes and condominiums/townhouses), 4 apartment buildings, plus limited commercial and professional establishments as listed in Section 5.2.

(Price cannot be adjusted for new construction.)

Option 1- The responsible bidder will collect all solid waste from all residential and businesses listed in Section 5.2 and municipal buildings and lands two (2) times per week which shall be on every Monday, and either Thursday or Friday at the contractor's discretion. The responsible bidder will collect bulk refuse from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall occur on 2nd day of pickup in conjunction with solid waste collection. The responsible bidder will collect all single stream recycling from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall be on every Tuesday or Wednesday.

The contractor is not required to furnish containers. All locations are responsible to furnish their own containers.

Year 1 \$ _____

Year 2 \$ _____

Year 3 \$ _____

TOTAL 3 YEAR CONTRACT PRICE: \$ _____

Optional 1 Year Extensions

Year 4 \$ _____

Year 5 \$ _____

Item 1. The successful Bidder shall empty roll-off containers on an as needed basis as determined by the Borough, for the entire length of the contract, including contract extension. For the purpose of bid comparison, the price for 1 of each container size will be used. The price per load shall include the collection, transportation and removal of the dumpster. This price will remain the same throughout the 3-year contract period and all 1 year extensions.

Unit price per Container including delivery and pick-up:

30 CY \$ _____

20 CY \$ _____

10 CY \$ _____

Item 2. The Contractor shall pick up and dispose of the street sweepings on an as needed basis and as requested by the Borough. For the purpose of bid comparison, 4 loads per year shall be used of a 10 CY container from April 1 through October 1.

Year 1 \$ _____ per load x 4 loads= \$ _____

Year 2 \$ _____ per load x 4 loads= \$ _____

Year 3 \$ _____ per load x 4 loads= \$ _____

Optional 1 Year Extensions

Year 4 \$ _____ per load x 4 loads= \$ _____

Year 5 \$ _____ per load x 4 loads= \$ _____

Item 3. The successful Bidder shall be responsible for pick up of municipal 20CY bulk dumpster on an as needed basis with a minimum of 4 times per year.

Year 1 \$ _____ per diem

Year 2 \$ _____ per diem

Year 3 \$ _____ per diem

Optional 1 Year Extensions

Year 4 \$ _____ per diem

Year 5 \$ _____ per diem

OPTION 2

Service to 1076 residential units (which includes single family homes and condominiums/townhouses), 4 apartment buildings, plus limited commercial and professional establishments as listed in Section 5.2.

(Price cannot be adjusted for new construction)

From Memorial Day to Labor Day. The responsible bidder will collect all solid waste from all residential and businesses listed in Section 5.2 and municipal buildings and lands two (2) times per week which shall be on every Monday and either Thursday or Friday at the contractor's discretion. The responsible bidder will collect bulk refuse from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall occur on the 2nd day of pickup in conjunction with solid waste collection. The responsible bidder will collect all single stream recycling from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall be on every Tuesday or Wednesday.

From Labor Day to Memorial Day- The responsible bidder will collect all solid waste from all residential and businesses listed in Section 5.2 and municipal buildings and lands one (1) time per week which shall be on every Monday. The responsible bidder will collect bulk refuse from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall occur on each Monday in conjunction with solid waste collection. The responsible bidder will collect all single stream recycling from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall be on every Wednesday.

Year 1 \$ _____

Year 2 \$ _____

Year 3 \$ _____

TOTAL 3 YEAR CONTRACT PRICE: \$ _____

Optional 1 Year Extensions

Year 4 \$ _____

Year 5 \$ _____

The successful bidder shall be responsible for providing the following items:

Item 1. The successful Bidder shall empty roll-off containers on an as needed basis as determined by the Borough, for the entire length of the contract, including contract extension. For the purpose of bid comparison, the price for 1 of each container size will be used. The price per load shall include the collection, transportation and removal of the dumpster. This price will remain the same throughout the 3 year contract period and all 1 year extensions.

Unit price per Container including delivery and pick-up:

30 CY \$ _____

20 CY \$ _____

10 CY \$ _____

Item 2. The Contractor shall pick up and dispose of the street sweepings on an as needed basis and as requested by the Borough. For the purpose of bid comparison, 4 loads per year shall be used of a 10 CY container from April 1 through October 1.

Year 1 \$ _____ per load x 4 loads= \$ _____

Year 2 \$ _____ per load x 4 loads= \$ _____

Year 3 \$ _____ per load x 4 loads= \$ _____

Optional 1 Year Extensions

Year 4 \$ _____ per load x 4 loads= \$ _____

Year 5 \$ _____ per load x 4 loads= \$ _____

Item 3. The successful Bidder shall be responsible for pick up of municipal 20CY bulk dumpster on an as needed basis with a minimum of 4 times per year.

Year 1 \$ _____ per diem

Year 2 \$ _____ per diem

Year 3 \$ _____ per diem

Optional 1 Year Extensions

Year 4 \$ _____ per diem

Year 5 \$ _____ per diem

The contractor is not required to furnish containers. All locations are responsible to furnish their own containers.

ALTERNATE 1:

Once a month bulk pick-up during the first week of the month in conjunction with solid waste collection.

Deduct amount from base bid: \$ _____

ALTERNATE 2:

Eliminate Limited Commercial and Professional establishments waste pick-up beginning January 1, 2025

Deduct amount from base bid: \$ _____

5.4. CONTAINERS

All municipal solid waste and recycling that is intended to be disposed of through the Borough's municipal solid waste collection services shall be placed in a container(s) made of galvanized iron or heavy-duty plastic with two (2) carrying handles for pickup. All containers shall be covered or closed, as applicable, at all times. Curbside pick-up for refuse and recycling per pick-up day shall be limited to five (5) 32 gallon containers or three (3) 64 gallon containers and shall not exceed 50 pounds when filled.

Dumpsters shall be furnished by the residents or establishments, not the Contractor. The

Contractor shall be responsible to the receptacle or dumpster owner for all damage caused to the receptacles, dumpsters, screening systems, resulting from improper handling or use.

5.5. COLLECTION SCHEDULE

A. All collection services, as described in these specifications, shall be performed on all designated days between **6:00 A.M. and 9:00 A.M.**

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

New Year's Day, Thanksgiving Day and Christmas Day. Pickup shall occur on the the next regularly scheduled collection day after the holiday.

5.6. SOLID WASTE DISPOSAL

A. All solid waste collected within the Borough of Sea Bright shall be disposed of in accordance with the Monmouth 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 Monmouth County Reclamation Center, 6000 Asbury Avenue, Tinton Falls, NJ (732) 918-0142.

B. The Borough of Sea Bright reserves the right to designate another disposal facility in accordance with the Monmouth County Solid Waste Management Plan or in the event that the designated Disposal is unable to accept waste. The Borough of Sea Bright 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 Sea Bright with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.

B. Telephone service shall be maintained on all collection days, between the hours of 8:30AM and 4:30PM. The Borough of Sea Bright shall list the Contractor's telephone number in the Telephone directory along with other listings for the Borough of Sea Bright.

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 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 Sea Bright.

B. The Contractor shall submit a copy of all complaints received and the action taken to the Borough of Sea Bright.

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 FOR SOLID WASTE AND RECYCLING DISPOSAL

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 Sea Bright 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 Sea Bright for reimbursement.

B. The Borough of Sea Bright shall pay all invoices within 30 days of receipt. The Borough of Sea Bright will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of Sea Bright 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 Sea Bright 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 Sea Bright 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 Sea Bright will pay the costs of disposal, the disposal facility shall bill the Borough of Sea Bright directly for all costs (including taxes and surcharges).

F. The Borough of Sea Bright reserves the right to designate an alternate disposal facility and

will assume all additional costs or benefits that are associated with such designation.

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 Sea Bright 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 Sea Bright as an Additional Named insured indemnifying the Borough of Sea Bright with respect to the Contractor's actions pursuant to the Contract.

5.17. CERTIFICATES

Upon notification by the Borough of Sea Bright, 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 Sea Bright from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of Sea Bright 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

1. Certified photocopies 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 Sea Bright;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety;
7. Bid Proposal; and
8. Business Registration Certificate.
9. All documents set forth in the Bid Specifications.

10. A document set forth in Section 4.5 of the Bid Specifications showing Affirmative Action Compliance.
11. A Certificate of Insurance showing coverage in the amounts called for in Sections 5.16 and 7.4.
12. Disclosure of Investment Actions in Iran.

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: BOROUGH OF SEA BRIGHT
SOLID WASTE AND RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL

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

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

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough of Sea Bright 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 Sea Bright will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.

4. I also understand and agree that the Borough of Sea Bright 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 Sea Bright, 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 Sea Bright 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 _____ 2024.

Notary Public of

My Commission expires _____, 20__.

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

QUESTIONNAIRE

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

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

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

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

3. Has the bidder failed to perform any contract awarded to it by the Borough of Sea Bright 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 Borough of Sea Bright 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.

15. State whether bidder owns any automated side loader refuse trucks.

6.4 BID GUARANTY

Attach bid bond, cashier's check or certified check in the amount of 10% of the bid, but not in excess of \$20,000, payable to the Borough of Sea Bright.

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

Check appropriate box:

Limited Liability Corporation

Subchapter S Corporation

Limited Partnership

Limited Liability Partnership

Sole Proprietor

Bidder must complete one of the following statements:

No stockholder or partner owns 10% or more of the company submitting bid:

Signature _____ Date: _____

Bid is being submitted by an individual who operates as a sole proprietorship:

Signature _____ Date: _____

Stockholders or Partners owning more than 10% of the company submitting bid:

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Signature _____ Date: _____

6.7 CONSENT OF SURETY

Consent of surety document to be provided by Bidder's surety company and must meet all applicable, local, county and State legal obligations.

6.8

PROPOSAL

Proposal for Solid Waste Collection beginning.

[NAME OF THE CONTRACTING UNIT]:

I or We

of

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

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

NOTE:

Bidders are required to sign all Option Proposal sheets.

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

Signature

Title

Affix seal if a corporation.

Title

6.8.1 PROPOSED COLLECTION OPTIONS

OPTION 1

Service to 1076 residential units (which includes single family homes and condominiums/townhouses), 4 apartment buildings, plus limited commercial and professional establishments as listed in Section 5.2.

(Price cannot be adjusted for new construction.)

The responsible bidder will collect all solid waste from all residential and businesses listed in Section 5.2 and municipal buildings and lands two (2) times per week which shall be on every Monday and either Thursday or Friday at the contractor’s discretion. The responsible bidder will collect bulk refuse from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall occur on 2nd day of pickup in conjunction with solid waste collection. The responsible bidder will collect all single stream recycling from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall be on every Tuesday or Wednesday.

The contractor is not required to furnish containers. All locations are responsible to furnish their own containers.

Year 1 \$ _____

Year 2 \$ _____

Year 3 \$ _____

TOTAL 3 YEAR CONTRACT PRICE: \$ _____

Optional 1 Year Extensions

Year 4 \$ _____

Year 5 \$ _____

Item 1. The successful Bidder shall empty roll-off containers on an as needed basis as determined by the Borough, for the entire length of the contract, including contract extension. For the purpose of bid comparison, the price for 1 of each container size will be used. The price per load shall

include the collection, transportation and removal of the dumpster. This price will remain the same throughout the 3-year contract period and all 1-year extensions.

Unit price per Container including delivery and pick-up:

30 CY \$ _____

20 CY \$ _____

10 CY \$ _____

Item 2. The Contractor shall pick up and dispose of the street sweepings on an as needed basis and as requested by the Borough. For the purpose of bid comparison, 4 loads per year shall be used of a 10 CY container from April 1 through October 1.

Year 1 \$ _____ per load x 4 loads= \$ _____

Year 2 \$ _____ per load x 4 loads= \$ _____

Year 3 \$ _____ per load x 4 loads= \$ _____

Optional 1 Year Extensions

Year 4 \$ _____ per load x 4 loads= \$ _____

Year 5 \$ _____ per load x 4 loads= \$ _____

Item 3. The successful Bidder shall be responsible for pickup of municipal 20CY bulk dumpster on an as needed basis with a minimum of 4 times per year.

Year 1 \$ _____ per diem

Year 2 \$ _____ per diem

Year 3 \$ _____ per diem

Optional 1 Year Extensions

Year 4 \$ _____ per diem

Year 5 \$ _____ per diem

OPTION 2

Service to 1076 residential units (which includes single family homes and condominiums/townhouses), 4 apartment buildings, plus limited commercial and professional establishments as listed in Section 5.2.

(Price cannot be adjusted for new construction)

From Memorial Day to Labor Day. The responsible bidder will collect all solid waste from all residential and businesses listed in Section 5.2 and municipal buildings and lands two (2) times per week which shall be on every Monday and either Thursday or Friday at the contractor's discretion. The responsible bidder will collect bulk refuse from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall occur on the 2nd day of pickup in conjunction with solid waste collection. The responsible bidder will collect all single stream recycling from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall be on every Tuesday or Wednesday.

From Labor Day to Memorial Day- The responsible bidder will collect all solid waste from all residential and businesses listed in Section 5.2 and municipal buildings and lands one (1) time per week which shall be on every Monday. The responsible bidder will collect bulk refuse from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall occur on each Monday in conjunction with solid waste collection. The responsible bidder will collect all single stream recycling from all residential and businesses listed in Section 5.2 and all municipal buildings and lands one (1) time per week which shall be on every Wednesday.

Year 1 \$ _____

Year 2 \$ _____

Year 3 \$ _____

TOTAL 3 YEAR CONTRACT PRICE: \$ _____

Optional 1 Year Extensions

Year 4 \$ _____

Year 5 \$ _____

The successful bidder shall be responsible for providing the following items:

Item 1. The successful Bidder shall empty roll-off containers on an as needed basis as determined by the Borough, for the entire length of the contract, including contract extension. For the purpose of bid comparison, the price for 1 of each container size will be used. The price per load shall include the collection, transportation and removal of the dumpster. This price will remain the same throughout the 3-year contract period and all 1 year extensions.

Unit price per Container including delivery and pick-up:

30 CY \$ _____

20 CY \$ _____

10 CY \$ _____

Item 2. The Contractor shall pick up and dispose of the street sweepings on an as needed basis and as requested by the Borough. For the purpose of bid comparison, 4 loads per year shall be used of a 10 CY container from April 1 through October 1.

Year 1 \$ _____ per load x 4 loads= \$ _____

Year 2 \$ _____ per load x 4 loads= \$ _____

Year 3 \$ _____ per load x 4 loads= \$ _____

Optional 1 Year Extensions

Year 4 \$ _____ per load x 4 loads= \$ _____

Year 5 \$ _____ per load x 4 loads= \$ _____

Item 3. The successful Bidder shall be responsible for pick up of municipal 20CY bulk dumpster on an as needed basis with a minimum of 4 times per year.

Year 1 \$ _____ per diem

Year 2 \$ _____ per diem

Year 3 \$ _____ per diem

Optional 1 Year Extensions

Year 4 \$ _____ per diem

Year 5 \$ _____ per diem

The contractor is not required to furnish containers. All locations are responsible to furnish their own containers.

ALTERNATE 1:

Once a month bulk pick-up during the first week of the month in conjunction with solid waste collection.

Deduct amount from base bid: \$ _____

ALTERNATE 2:

Eliminate Limited Commercial and Professional establishments waste pick-up beginning January 1, 2025

Deduct amount from base bid: \$ _____

Individual

Name of Firm or Title

Signature

Date

7. CONTRACT DOCUMENTS

7.1. CONTRACT

Contracts will be supplied at a later date from the Borough of Sea Bright. All terms and conditions within said contracts will be limited to the information provided within this bid document and any other statutory requirements by law.

The successful bidder shall within twenty-one (21) days after official acceptance and receipt of contract from the Borough of Sea Bright, execute the contract and deliver same to the Borough Clerk. Failure to do so will be considered an abandonment of the contract.

7.2. PERFORMANCE BOND

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 the Borough of Sea Bright. The performance bond must be provided prior to or concurrent with the required time frame for the delivery of the executed contract as described above. The performance bond for each succeeding year shall be delivered to the Borough with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond. (check section 4.2 to make sure consistent)

Failure to deliver a performance bond for any year of a multi-year contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough of Sea Bright to terminate the contract upon 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 in the re-bidding the contract.

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF }

SS: BOROUGH OF SEA BRIGHT
SOLID WASTE AND RECYCLABLE
MATERIALS COLLECTION AND DISPOSAL

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 Borough of Sea Bright 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 Sea Bright 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 Borough of Sea Bright is not feasible, that the Borough of Sea Bright will not be responsible for disposal costs for waste generated outside the Borough of Sea Bright.

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 Sea Bright to damages arising therefrom.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

____ day of _____, 2024.

Notary Public of

My Commission expires _____, 20__.

7.4. CERTIFICATE OF INSURANCE

Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000 each occurrence;
\$2,000,000 general aggregate

Business auto liability insurance or its equivalent with a minimum limit of:

\$1,000,000 per accident and including coverage for all of the following:
-liability arising out of the ownership, maintenance or use of any auto;
-auto non-ownership and hired car coverage

Workers Compensation insurance or its equivalent with minimum limits of:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease; and
\$1,000,000 policy limit for bodily injury by disease

Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$5,000,000 per occurrence;
\$5,000,000 aggregate

The Borough of Sea Bright (appointed officials, officers, directors, trustees, consultants, agents and employees) shall be named as additional insured with respect to General Liability Insurance.

Indemnification: The Successful Bidder will protect, defend, indemnify and hold harmless the Borough of Sea Bright from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations including any such claims, damage, loss or expense attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting therefrom;

In any and all claims against the Borough of Sea Bright or any of their agents or employees, by an employee of the Contractor, Subcontractor or any Sub-subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any contractor, subcontractor or any sub-subcontractor under Workmen's Compensation Acts, Disability Benefits

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF }

s.s.: BOROUGH OF SEA BRIGHT
SOLID WASTE AND
RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL

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

I am employed by the firm of _____ [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 ____ 2024.

Notary Public of

My Commission expires _____, 20__.

ATTACHMENT #1

Procurement and Service Contract - Mandatory Language

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies

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

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

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

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

ATTACHMENT #2

BOROUGH OF SEA BRIGHT 2024 MUNICIPAL DATA

RESIDENTIAL SOURCES:

Single family/ Condominiums 1076 units.

Apartment Buildings 4

Containers The Contractor shall not be required to provide Containers

COMMERCIAL SOURCES:

Total 35

Containers The Contractor shall not be required to provide Containers

MUNICIPAL SOURCES:

Municipal buildings The Contractor shall not be required to provide Containers

AREA: 0.77 square miles

TOTAL ROAD MILES: State Roadways: 3.51 miles
County Roadways: 0.03 miles
Local Roadways: 2.74 miles
Ramps: 1.24 miles
Total: 7.52 miles

TONNAGE REPORT (2015):

Solid Waste: Curbside Residential and Apartment Type 10 and Bulk Refuse: Approx. 1200 tons

Recyclable Materials: Approx. 220 tons