

**UNIFORM BID SPECIFICATIONS
FOR**

**COLLECTION AND
TRANSPORTATION OF SOLID
WASTE TO AN APPROVED
DISPOSAL FACILITY**

**FOR THE
TOWN OF BOONTON MORRIS
COUNTY, NEW JERSEY
AUGUST 2, 2023**

**BID OPENING
OCTOBER 4, 2023-11AM**

**NEIL HENRY, ADMINISTRATOR
973-402-9410 X650**

TABLE OF CONTENTS

1. INSTRUCTIONS TO BIDDERS	6
1.1 The Bid	6
1.2 Changes to the Bid Specifications	6
1.3 Bid Opening.....	6
1.4 Documents to be submitted	6
1.5 Pre-Bid Conference	7
1.6 Completion of forms by Bidder.....	7
2. DEFINITIONS	7
3. BID SUBMISSION REQUIREMENTS	10
3.1 Bid Proposal	10
3.2 Bid Guarantees.....	11
3.3 Exceptions to the bid specifications	11
3.4 Brand Name or Equivalent.....	11
3.5 Compliance.....	11
3.6 Conflict of Interest and Non-Collusion	12
3.7 No Assignment of Bid.....	12
3.8 Acknowledgement of Receipt of Changes to the Bid Document Form	12
3.9 Disclosure of Investment Activities in Iran	14
4. AWARD OF CONTRACT	17
4.1 Generally	17
4.2 Notice of award and execution of contract	17
4.3 Responsible bidder.....	17
4.4 Performance bond	18
4.5 Affirmative action requirements	18
4.6 Vehicle dedication affidavit	19
4.7 Errors in price calculation	19
4.8 Employee Wage Reporting	19

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

4.9 Withdrawal of Bid	20
4.10 BOONTON Town Business Address.....	21
4.11 Continuation of Contract	21
5. WORK SPECIFICATIONS.....	21
5.1 General.....	21
5.2 Scope.....	21
5.3 Solid Waste Collection.....	21
5.4 Collection Schedule-Frequency of Service.....	26
5.5 Compliance with the Law.....	26
5.6 Restrictions of Service.....	26
5.7 Conditions-General.....	26
5.8 Handling of Containers.....	27
5.9 Supervision of Contract.....	27
5.10 Collection and Disposal of Trash, Solid Waste and Recyclables	28
5.11 Non-Performance of Contract by Contractor	29
5.12 Instruction to Bidders	30
5.13 Contractors Ownership of Recyclable Materials.....	30
5.14 Supervision of Employees.....	30
5.15 Insurance Requirements.....	30
5.16 Certificates.....	33
5.17 Indemnification.....	33
5.18 Collection OPTIONS.....	33
OPTION #1.....	33
OPTION #2.....	33
OPTION #3.....	34
OPTION #4.....	34
OPTION #5.....	34
OPTION #6.....	35
OPTION #7.....	35

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

OPTION #8.....	35
OPTION #9.....	35
OPTION #10.....	36
5.19 Containers	36
5.20 Collection Schedule	37
5.21 Solid Waste Disposal	37
5.22 Vehicles and Equipment	37
5.23 Name on Vehicles	38
5.24 Telephone Facilities and Equipment.....	38
5.25 Failure to Collect	38
5.26 Complaints	38
5.27 Solicitation or Acceptance of Gratuities	39
5.28 Invoice and Payment Procedure	39
6. BIDDING DOCUMENTS	40
6.1 Bidding Document checklist.....	40
6.2 Certificate of public convenience and necessity /A-901	41
6.3 Statement of Bidder's Qualifications, Experience and Financial Ability	41
6.4 Bid Guaranty	44
6.5 Stockholder Statement of Ownership.....	44
6.6 Non-Collusion Affidavit	44
6.7 Consent of Surety.....	45
6.8 Proposal	45
6.8.1 Proposed Option #1.....	46
6.8.2 Proposed Option #2.....	48
6.8.3 Proposed Option #3.....	50
6.8.4 Proposed Option #4	51
6.8.5 Proposed Option #5.....	53

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

6.8.6	Proposed Option #6.....	54
6.8.7	Proposed Option #7.....	56
6.8.8	Proposed Option #8.....	58
6.8.9	Proposed Option #9.....	59
6.8.10	Proposed Option #10.....	61
7	CONTRACT DOCUMENTS.....	62
7.1	Performance bond (not included)	62
7.2	Vehicle Dedication Affidavit.....	63
7.3	Certificate of Insurance (not included)	64
7.4	Business Registration Form (not included)	64
7.5	Affirmative Action Affidavit	64
8	MUNICIPAL DATA.....	67
8.1	Town of BOONTON Municipal Data.....	67

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

IMPORTANT DATES	
ADVERTISED FOR BIDS:	Aug. 2 2023
PRE-BID CONFERENCE	Aug. 30 2023
DEADLINE FOR CHANGES TO BID SPECIFICATIONS	Sept. 13 2023
DEADLINE FOR BIDS:	Oct. 4, 2023
COMMENCEMENT OF CONTRACT	Jan. 1, 2024

1. INSTRUCTION TO BIDDERS

1.1 THE BID

The Town of BOONTON is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and disposal services for a period of five (5) years, to commence on January 1, 2024 and ending on December 31, 2028.

1.2 CHANGES TO BID SPECIFICATIONS

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

1.3 BID OPENING

All bid proposals will be publicly opened and read on Wednesday October 4, 2023 at 11:00 AM at the municipal building, Town of Boonton, 100 Washington Street, Boonton, New Jersey. Bids must be delivered by hand, mail or overnight delivery to the Town Clerk, Town of BOONTON, 100, Washington Street, Boonton, New Jersey 07005, **no later than 11:00 AM on Wednesday October 4, 2023**. All bid proposals will be date and time stamped upon receipt. Each bid must be enclosed in a sealed envelope marked on the outside **“Collection and Transportation of Solid Waste to an Approved Disposal Facility for the Town of BOONTON, MORRIS County, New Jersey”**. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder. The Town disclaims any responsibility for bids forwarded by regular or overnight delivery. The Town assumes no responsibility for any bid that has been misdirected.

1.4 DOCUMENTS TO BE SUBMITTED

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

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 Town of BOONTON.
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety
7. Bid Proposal
8. Acknowledgement of receipt of changes to bid document (if any)
9. Bidding documents checklist
10. Business Registration Certificate
- 11. Iranian Disclosure (*Ed: Is this still a requirement?*)**

1.5 PRE-BID CONFERENCE

A pre-bid conference will be held at the Town of Boonton Municipal Building 100 Washington Street, Boonton, New Jersey on Wednesday, August 30, 2023 at 10:00am. The Town of BOONTON shall not be liable for any matters in the subsequent bid award to any company/corporation who fails to attend the pre-bid conference. BOONTON will be represented and secure questions from all prospective bidders. All questions, requests for clarifications will be documented and responses will be provided by way of a written addendum/clarification document. It is requested that questions be both verbalized and provided in written form.

1.6 COMPLETION OF FORMS BY BIDDER

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

2. DEFINITIONS

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

"Bid guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

bidder will enter into a contract. "Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services contained herein.

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

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

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

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

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

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

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

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

"Designated collected recyclable material" means recyclable materials as described below:

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

DEFINITIONS (cont.)

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

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

"Designated collected solid waste" means solid waste types 10 and 13. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal facility" means those sites designated in the MORRIS County Solid Waste Management Plan for use by the Town of BOONTON.

Morris County MUA
Transfer Station

1100 Edwards Road
Parsippany, New Jersey 07054
Telephone: 973-882-0912

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

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

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

DEFINITIONS (cont.)

"Legal newspaper" means the **Daily Record** and the **Star Ledger** for solid waste and recyclable collection bids.

"BOONTON Town" means the incorporated government entity, located in MORRIS County, New Jersey, with a total area of 2.370 sq. mi. and a population of approximately 8,800 residents.

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

"Service Area" means the geographic area of the Town of BOONTON.

"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.

"Yard Waste" means grass, grass clippings, bushes and shrubs. They are generated as part of the maintenance of yards. Yard Waste does not include construction material that is part of revocation and demolition wastes as well as any clean wood.

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 outside "**Collection and Transportation of Solid Waste to an Approved Disposal Facility for the Town of BOONTON, MORRIS County, New Jersey**" as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Town of BOONTON in the advertisement for bids.

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

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

BID SUBMISSION REQUIREMENTS – BID PRPOSAL (cont.)

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

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

F. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1et seq., shall be rejected as non-responsive.

3.2. BID GUARANTEES

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Town of BOONTON in the amount of 10% of the highest aggregate 4-year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Town of BOONTON.

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 Town of BOONTON.

3.4. BRAND NAME OR EQUIVALENT

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

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

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
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 Town agree to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

3.8 ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM UNIFORM BID SPECIFICATIONS FOR SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION AND DISPOSAL FOR THE TOWN OF BOONTON, MORRIS COUNTY, NEW JERSEY

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

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

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

Acknowledged by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature _____

Printed Name and Title _____

Date: _____

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

3.9 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN *(Ed: Is this still needed?)*

PART 1: CERTIFICATION

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

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

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

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

PLEASE CHECK EITHER BOX:

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

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

OR

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

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (cont.)

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

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

Name: _____

Relationship to Bidder/Vendor:

Description of Activities:

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Vendor:

Contact Name:

Contact Phone

Number: _____

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (cont.)

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

Full Name (Print):

Signature:

Title: _____

Date: _____

Bidder/Vendor:

4. AWARD OF CONTRACT

4.1. GENERALLY

A. The Town of BOONTON shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit(s), be held for consideration for such longer period as may be agreed. All bidders will be notified of the Town of BOONTON, in writing by certified mail.

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

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

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

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen (14) calendar days of the award of the contract, the Town of BOONTON shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. The contract document shall be executed and returned to the Town not more than twenty-one (21) days after official acceptance of this bid and notice thereof by the local governing body. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Town to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

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

4.4. PERFORMANCE BOND

A. For a one-year contract, the successful bidder shall provide one-year performance bond(s) issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond to the Town of BOONTON within 21 days of the official acceptance of this bid and notice thereof. The performance bond must be provided prior to or concurrent with the required time frame for the delivery of the executed contract as described in Section 4.2 above.

B. For a five-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 to the Town of BOONTON within 21 days of the official acceptance of this bid and notice thereof. The performance bond must be provided prior to or concurrent with the required time frame for the delivery of the executed contract as describe in Section 4.2 above.

C. Failure to provide the required five-year performance bond at the time and place specified by the Town 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 Town may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above date for acceptance of bids.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

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

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

B. If the Contractor does not submit the affirmative action document within the seven days after receipt of the notification of the Town of BOONTON's intent to award, the Town may extend the deadline by a maximum of the fourteenth calendar day. Failure to

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

submit the affirmative action document by the fourteenth calendar day shall be cause
for the Town 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 Town of BOONTON 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 Town of BOONTON may not award a contract until all tabulations are complete.

4.8 EMPLOYEE WAGE REPORTING

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

1. The contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract, and any other records deemed necessary by the commissioner for the enforcement of wage payments. In addition, the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the Town of BOONTON, any other party to the contract, and the commissioner.
2. The contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

EMPLOYEE WAGE REPORTING (cont.)

work done under the contract, in a form satisfactory to the commissioner, Town of BOONTON, for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development's "Payroll Certification for Public Works Project" and completing columns 1-5 for each covered employee. The certification shall be submitted to:

Town of Boonton
Administration
100 Washington Street
Boonton, N.J. 07005

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

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

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

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

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

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

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to Neil Henry, Town Administrator, 100 Washington Street, BOONTON, NJ 07005. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the purchasing agent or designee may contact all bidders, after bids are opened to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written

Collection and Transportation of Solid Waste to an Approved Disposal Facility for the Town of Boonton, Morris County, NJ information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

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

4.10 BOONTON TOWN BUSINESS ADDRESSES

Town of BOONTON
100 Washington Street
BOONTON, NJ 07005
Attn: Neil Henry, Town Administrator

4.11 CONTINUATION OF CONTRACT

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

5.0 WORK SPECIFICATIONS

5.1 GENERAL

The Contractor shall provide service for each Option awarded by the Town of Boonton. The Town of Boonton shall select one solid waste collection Option for the contract period of number of years (1-5) in accordance with the proposals submitted.

5.2 SCOPE

The Contractor shall provide collection, removal and disposal from within territorial and geographical boundaries of the Town of Boonton as described below:

5.3 SOLID WASTE COLLECTION

Under the supervision of the Town of Boonton Department of Public Works, the Contractor shall be subject to the procedures and exceptions hereinafter set forth, provide curbside garbage collection for all garbage and bulk waste generated in the Town of Boonton from each residential dwelling unit**, multi-family dwellings**, and businesses**, offices**, stores**, shops**, private schools**, churches** and social clubs**.

**Limited to two (2) cans or two (2) bags of any combination thereof not to exceed a total weight per unit of sixty (60) pound of type 10 waste. "Businesses" are limited to two

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

(2) cans or bags per “equivalent unit” as determined by the Towns utility billing department for Options #1, #2, #3, and #4.

****Limited to three (3) cans or three (3) bags of any combination thereof not to exceed a total weight per unit of one hundred twenty (90) pounds of type 10 waste. “Businesses” are limited to three (3) cans or bags per “equivalent unit” as determined by the Town’s utility billing department for Options #5 and #6.**

The only exception to this limitation is if a sticker is attached to a bag or can pursuant to a sticker program adopted by the Town of Boonton. A sticker program is one which allows anyone receiving solid waste removal services to purchase a sticker for additional bags or cans over and above the limit set forth in the option awarded.

The contractor, in preparing its bid, is responsible for determining the number of premises requiring service pursuant to this agreement. It is estimated that there are approximately 2,478 residences and businesses which are serviced by the agreement which are estimated to have generated approximately 294 tons of solid waste per month in 2022. The Town provides these estimates for purposes of comparative bidding and makes no representation as to the accuracy of the numbers or tonnage to be generated. For purposes of establishing the amount of the Bid Bond and Performance Bond, the Town shall calculate the cost of the contract based on 294 tons of solid waste per month.

Specifically excluded from the Contract shall be hospitals and industrial buildings.

Specifically excluded from the Contract is the collection of recyclable materials (unless Option 9 or Option 10 are awarded), medical waste, industrial waste, hazardous materials and construction debris.

The contractor shall provide bulky waste collection to all premises receiving curbside garbage collection and dumpster services; provided, however, that a sticker must be fastened to such bulky waste pursuant to a sticker program as adopted by the Town of Boonton. This is in addition to Option 8 or Option 11 being awarded.

Routes Defined

“Flats” is defined as that area east of the Erie-Lackawanna Railroad tracks.

“Hill” is defined as that area west of the Erie-Lackawanna Railroad tracks and north of Main Street, to the rear property lines of Oak Street on the east side.

“Park” is defined as the balance of the Hill section including both sides of Oak Street, West Boonton and the Park Section.

“Park-East” is defined as that portion of the “Park” east of the Rockaway River.

“Park-West” is defined as that portion of the “Park” west of the Rockaway River

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

Businesses is defined as all commercial and industrial establishments **except** A&P, Kings, Marlo, BFA Food Service Equipment, Ashland, Fulton Street Associates Complex, Dauphin, Packard Industrial, Myrtle Avenue businesses, Wal-Mart Shopping Center.

The Contractor shall furnish all proper and necessary trucks, paraphernalia, equipment, and labor for the purpose of providing curbside garbage collection as specifically set for in the bid proposals.

The Contractor shall bid on all five (5) years for each collection rate option to collect and haul the Town of Boonton's garbage to the designated disposal site. The Town of Boonton reserves the right to reject any and all alternate bid proposals or to award the proposal, which is in the best interest of the Town. In the event a Contractor does not bid on all five (5) years for each collection rate, his bid will be deemed non-responsive and will be rejected by the Town of Boonton.

The Town of Boonton shall pay directly to the authorized solid waste disposal facility any and all tipping fees, taxes, or surcharges imposed for the disposal of the Town's garbage.

The Contractor shall not mix the Town of Boonton's garbage with any solid waste generated through services other than specified herein.

The Contractor shall collect solid waste according to the option choose, which cans shall be placed within five feet of the street or traveled way in front of the residential or non-residential premises or at such other location as designated by the Department of Public Works.

The Town of Boonton or its duly authorized agent, may from time-to-time prescribe such rules and regulation governing the conduct of the work as are reasonable, and the Contractor shall be governed accordingly.

The Contractor is prohibited from changing or revising the route and times of collection from any given day or from changing the days of collection unless the proposed revision is approved by the Town of Boonton and provided that such changes are advertised and handled so as not to confuse, surprise or anger the users. All advertising and other matters relative to revision shall be at the contractor's expense.

The Contractor shall pick up all refuse that may drop in the streets during the collection and transfer of solid waste.

It is understood that the orderly and proper collection of garbage, is a matter of serious and vital concern to the Town of Boonton because of the effect which the same may have upon the health and welfare of its residents. The following liquidated damages may be invoked on behalf of the Town of Boonton, by the Department of Public Works or its authorized representative, whose determination and certification of the same shall be final.

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

The Department of Public Works shall notify the Contractor of such violation and may invoke liquidated damages and make an appropriate deduction from the next payment due in accordance with the following violation schedule:

- A. Unjustified failure of a truck and crew to operate and finish a route, including disposal of solid waste on the same day-\$1,000.00 per day/per route.
- B. Unjustified failure to collect refuse properly in place-\$25.00 per location.
- C. Using or maintaining trucks in a leaking or unsanitary condition-\$500 per offense.
- D. Damaging, exclusive of fair wear and tear, or carrying away garbage cans: repair, replace, replace or pay for replacement within five (5) working days.
- E. Failure to clean up any materials spilled or draining off equipment-\$250 per offense.
- F. Mixing garbage loads with solid waste which is not collected pursuant to this Agreement-\$2,500 per offense.
- G. Collection and disposing of source separate recycle materials-\$250 per offense (unless Option #9 and #10 are awarded.)
- H. Unjustified and unapproved change from established schedule-\$250 per offense.

Each truck shall, at all times, have at least one broom and shovel to clean up refuse that may be spilled otherwise scattered during the process of collection.

In the event that violations are not corrected by the Contractor after due notice by the Town, the Town shall have the right to withhold further monthly payments until violations are corrected. Such withholding of these payments shall in no way relieve the Contractor of contract obligations specified herein. Liquidated damages shall be deducted from the monthly bill.

The Department of Public Works, or its authorized representative may request a suspension of any employee from working in the Town of Boonton for one or more of the following offenses during working hours and the Contractor shall comply with that request as promptly as possible.

- 1) Intoxication
- 2) The use of loud, profane, vulgar or obscene language.
- 3) Soliciting gratuities or tips from the public for services to be performed hereunder.
- 4) The refusal to collect or handle refuse as herein required.
- 5) The wanton, malicious damage or destruction or discussion of containers or receptacles.

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

- 6) The malicious scattering or spilling of refuse.
- 7) Any other wanton, willful or reckless disregard of safety or sanitary requirements.
- 8) Any act which may constitute a public nuisance or disorderly conduct.
- 9) Wearing any shirt that implies any association with the Town of Boonton.

Where a collection day falls on New Years, Christmas, Thanksgiving, the Fourth of July, Memorial Day, Labor Day, or any other legal holiday on which the laborers of the contractor are not scheduled to work, collection for such holiday shall be made on the following day. If a legal holiday falls on a Saturday, collection will then be made on the following Monday. No collections will be allowed on Sunday.

All trucks servicing the Town of Boonton pursuant to this agreement shall be prominently marked to so indicated.

All trucks servicing the Town of Boonton pursuant to this agreement shall be empty prior to the commencement of routes.

The collection procedures and the operating rules set forth in the General Requirements shall be subject to modification by the Department of Public Works provided such modifications do not affect the scope of service.

The Town of Boonton has the option to weigh all trucks serving the Town of Boonton pursuant to this Agreement Monday-Friday no later than 7:00AM and weighed out no later than 4:00PM at a site to be designated by the Town of Boonton, before and after leaving the Town to dispose of the garbage collected, and at the completion of routes each pick up day. Trucks leaving the Town shall have collected no solid waste from any other source prior to disposing of its contents at the designated disposal site from the Town. (Note: the cost for weighing in at V&V Recycling shall be paid by the Town).

The contractor would provide for the collection of single stream recyclables if Option 9 or Option 10 is awarded.

The contractor would provide for the collection of bulk waste materials in addition to the Town's bulk waste pick up sticker program if Option 8 or Option 11 is awarded.

The contractor would provide for the collection of yard waste materials if Option 7 is awarded. Yard waste is defined in **Section 2**.

Garbage Cans as listed in **Section 8** will be collected when servicing the route in which they are located.

The contract terms shall be for a five (5) year period.

The contract will commence of January 1, 2024 and will end as defined within the Option

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
awarded, but in no case for a greater than five (5) year period.

5.4 COLLECTION SCHEDULE - FREQUENCY OF SERVICE

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

5.5 COMPLIANCE WITH THE LAW

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

5.6. RESTRICTIONS ON SERVICE

Solid waste and/or from non-residential units, agricultural properties, commercial business and industry shall not be collected by the Contractor unless specified in this document or authorized in writing by the Town.

5.7 CONDITIONS-GENERAL

- Bidders shall inspect the Town of BOONTON in its' entirety so that they might make their own judgment with respect to the pickups, all circumstances affecting the cost of services in question and the nature of the work to be performed. The figures provided by the Town herein are approximate and are not to be taken as binding.
- Bids signed and submitted shall be considered as conclusive evidence of complete examination of specifications and samples. It is understood that parties making bids accept all the terms and conditions expressed and contained in the specifications attached to the proposal submitted.
- The Contractor shall collect and dispose of (if awarded) solid waste from residential units, public buildings, etc. in accordance with these specifications and the applicable municipal Ordinances.
- Except where noted herein, all solid waste to be collected, removed and disposed of shall be placed for collection in accordance with the local Municipal Ordinances. It is required that the solid waste placed for collection be separated from other collections (i.e. municipal recycling and yard waste collection) to insure proper identification.
- The Contractor shall collect all materials as defined herein throughout the Town on

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

routes and schedules so that each street and property thereon will have collection of solid waste and recyclables (If Option #9 and #10 is awarded) during the term of this agreement (unless otherwise identified in these documents).

5.8 HANDLING OF CONTAINERS

- Containers must be handled by the Contractors employees carefully and must not be damaged by them. The receptacles or containers shall be entirely emptied and returned without damage. All empty containers shall be placed off the roadway in an upright position. Containers shall not be thrown under any circumstances.
- Containers which are damaged by the Contractor shall be replaced by the Contractor at the Contractor's expense within (7) seven calendar days of report of same. Containers shall be replaced with a can that is the same as what was damaged.
- Collection shall be made with a minimum of noise and traffic delay, and all containers shall be handled as carefully and quietly as possible under the circumstances. Start time on collection of containers will be 6AM.
- Improper Preparation of Trash and Recyclables: If so directed by the Town, the Contractor will be required to affix labels (supplied by the Town) to the trash or recyclables at those locations not in compliance with Chapter 246 of the Code of the Town of BOONTON. The trash or recyclables would then be left for the property owner to correct said violations.
- Submission of Weight Slips: The Contractor shall maintain accurate records of all materials both trash, recyclables, and white goods disposed of by tonnage or volume (weigh slips) and shall deliver original weight slips to the Office of Superintendent of Public Works on a monthly basis, by the 15th day of the month following the month of collection.
- Commingling: No collected materials collected under this contract and generated within the Town of BOONTON shall be commingled with collected materials generated outside of the Town of BOONTON.

5.9 SUPERVISION OF CONTRACT

A. SUPERVISION OF CONTRACT: The furnishing of the proper employees and vehicles and the performance of this contract at the time and the manner provided is the essential part of this contract and it is hereby agreed that the execution and carrying out of this contract shall be under the supervision of Mayor and Town Council or its designee and that the complaints concerning the performance of this contract and the neglect of the contractor shall be made to same. Each vehicle used for collections will be equipped with cellular phones. For emergency collections or any unusual accumulations of trash and/or recyclable materials (should Option # 9 or 10 be awarded for recyclables), continuous telephone service between

Collection and Transportation of Solid Waste

to an Approved Disposal Facility for the

Town of Boonton, Morris County, NJ

the hours of 7:00 A.M. and 5:00 P.M. on all collection days will be available. The contractor must provide cell phone numbers of their trucks/drivers to the Superintendent of Public Works.

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

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

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

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

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

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

5.10 COLLECTION AND DISPOSAL OF TRASH, SOLID WASTE AND (RECYCLABLES if Option# 9 or #10 is awarded for recyclables)

A. Collection: All solid waste plus recyclables (if Option #9 or #10 is awarded for recyclables) deposited by residential dwelling unit, multi-family dwellings and businesses, offices, stores, shops, private schools, churches and social clubs and Town of BOONTON, along the curb line or roads, shall be collected by the successful Bidder as described in the specification and the option which is awarded.

B. Containers, Length, Weight, Bulk, Etc.: No oversized metal drums are to be used. Residents must store trash for collection in containers as specified in each option. Trash

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

must be set out on the curb line the night before collection. Building materials, wastes from remodeling or new building projects are the responsibility of the owner or contractor doing the work and must be disposed of properly by them.

- C. The Contractor shall empty all vehicles at the approved sites on the same day as collection. When a circumstance arises that will make such disposal impossible (such as vehicle breakdown), it will be the responsibility of the Contractor to notify the Town of BOONTON. This notification should include the truck involved and reason for said circumstance.
- D. Fees / Charges: All fees or charges for the disposal of solid waste shall be paid directly by the Town of BOONTON to the designated disposal sites enumerated within these specifications.

5.11 NON-PERFORMANCE OF CONTRACT BY CONTRACTOR

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

B. FAILURE TO SUBMIT WEIGHT SLIPS: In the event that the contractor shall fail to submit weight slips to the Office of the Superintendent of Public Works as required by Section 5.11, the Town reserves the right to withhold payment for any outstanding vouchers until the slips are delivered.

C. OTHER INFRACTIONS: In the event the contractor fails to perform any other requirement of the contract, other than those mentioned in Section 5.3, the Town shall give written notice of nonperformance to the contractor. The written notice shall be hand—delivered or sent certified mail or sent by facsimile transmission, at the Town's option, to the address or facsimile number identified in the contract. Thereafter, the Town may exercise either of the following options:

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

(2) Withhold payment of any vouchers.

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

5.12 INSTRUCTIONS TO BIDDERS

A. Inspection of Town: Bidders shall and are hereby directed to inspect the entire Town of BOONTON to determine for themselves the circumstances affecting the cost and nature of the work for the entire time of the contract.

B. Additional Buildings: It is expressly understood that additional homes and other buildings are or may be under construction in the Town of BOONTON and additional streets may become dedicated during the term of this contract. The contract price herein shall include such additional buildings once they become occupied.

C. Additional Instructions to Bidders can be found in Section 5.5 within.

5.13 CONTRACTOR'S OWNERSHIP OF RECYCLABLE MATERIALS (If Option #9 or #10 is awarded)

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

5.14 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 Town 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 Town Administrator, in writing, of any changes.

5.15 INSURANCE REQUIREMENTS

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.19. The

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
insurance policy shall name the Town of BOONTON as an Additional Named insured
indemnifying the Town with respect to the Contractor's actions pursuant to the Contract.

The contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The Contractor shall provide a certified copy of the policies and/or certificates of insurance satisfactorily to the municipality. The Contractor shall provide a certified copy of the policies and/or certificates of insurance satisfactorily to the municipality prior to the commencement of work.

Policy and Limit Guidelines as follows:

- 1) Workers Compensation insurance in accordance with laws of the State of New Jersey and other states where work is being performed. The contractor shall also have and maintain Employers Liability Insurance as well as USL&H and Jones Act coverage where applicable.
- 2) Commercial General Liability insurance coverage, written on an occurrence basis and must not be altered by endorsement limiting coverage. Limits of liability shall not be less than the following:

\$2,000,000	General Aggregate per location/per job
\$2,000,000	Products/Completed Operations
\$1,000,000	Personal Injury and Advertising Injury Limit
\$1,000,000	Each Occurrence Combined Single Limit for Bodily Injury and Property Damage.

The coverage shall include:

- a) Premises/Operations
 - b) Independent Contractors
 - c) Contractual liability covering liability assumed under the indemnification provision contained in the Agreement and deleting any third-party beneficiary exclusion
 - d) Broad form property damage liability including completed operations
 - e) Personal Injury coverage, including coverage for liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry
 - f) Products and completed operations for a period of two (2) years form substantial completion
 - g) Limited Pollution cleanup at limit of \$100,000
- 3) Comprehensive Automobile Insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage should include uninsured and under insured motorist at limits no less than the minimum statutory limits.
- 4) Umbrella Liability Insurance Policy written on an occurrence basis with a minimum combined single limit of \$5,000,000 as "Follow Form" excess of the Contractor's Employers Liability, Commercial General Liability and Comprehensive Automobile Insurance Policies

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
required herein. Coverage to include on site limited pollution.

Additional Requirements as Follows:

- 1) Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Town of Boonton shall be furnished forthwith. Each such policy or certificated shall contain a provision that it is not subject to change, cancellation, or non-renewal unless 30 days prior written notice via certified mail/return receipt shall have been given to the Town of Boonton by the Contractor's insurer. These must be received 30 days prior to commencement of work.
- 2) The contractor agrees that it will defend, indemnify and save harmless the Town of Boonton, its officers, agents and employees from any and all liability, suits, actions, and demands and all damages, costs, or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason under this agreement.
- 3) All insurance purchased and maintained by the Contractor shall designate the Town of Boonton, their officers, officials, agents, employees, consultants as additional insured's.
- 4) Except as modified by the Town of Boonton in writing, the insurance requirements herein shall also apply to Sub-Contractors and to the Sub-Contractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Sub-Contractor commencing work.
- 5) All insurance coverage evidenced by the Contractor in accordance with this contract shall be from A.M. Best's rated A-or better insurance Company licensed to do business in the State of New Jersey.
- 6) All proof of insurance submitted to the municipality shall clearly set forth all exclusions and deductible clauses. The Town of Boonton will allow certain deductible clauses, which are not considered excessive, overly broad, or harmful to the interest of the Town of Boonton. Standard exclusions will be allowed of any additional exclusion. This will be at the discretion of the Town of Boonton. Regardless of the allowance of exclusions or deductions by the Town of Boonton, the Contractor shall be responsible for the deductible limit of this policy and all exclusions consistent with the risks he assumes under this contract and is imposed by law.

In the event that the Contractor provides evidence of insurance in the form of Certificates of Insurance, valid for a period of during which the Contractor is required by the terms of this contract to maintain insurance, said certificates are acceptable, but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the Town of Boonton is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew its insurance policy, or the policy is canceled, terminated or modified so that the insurance does not meet the requirements of this subsection, the Town of Boonton may refuse to make payment of any further moneys due under this contract or refuse to make payments of moneys due or coming due to above. Alternatively, the Town of Boonton may default the contractor and direct the surety to

Collection and Transportation of Solid Waste

to an Approved Disposal Facility for the

Town of Boonton, Morris County, NJ

complete the project. During any period when the required insurance is not in effect, the

Town of Boonton may suspend performance of the contract. If the contract is so suspended, additional compensation or extension of time is not due on account thereof.

5.16 CERTIFICATES

Upon notification by the Town of BOONTON, the lowest responsible bidder shall supply to the Town 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.

5.17 INDEMNIFICATION

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

COLLECTION OPTIONS

5.18 COLLECTION OPTIONS

OPTION #1 FIVE (5) YEAR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Solid Waste collection pricing should be a fixed rate based on tonnage, 2 cans or bags (30 pounds each) for 5 years, and should occur 4 days per week as follows:

Monday:	Flats Section, Park Section (West)
Tuesday:	Hills Section, Park Section (East) & Businesses
Thursday:	Flats Section and Park Section (West)
Friday:	Hills Section, Park Section (East) & Businesses

The contractor shall also provide for collection and disposal of containers as specified in Section 5.19.

OPTION #2 FIVE (5) YEAR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Solid Waste collection pricing should be a fixed rate based on tonnage 2 cans or bags (30 pounds each) for 5 years and should occur 1 day per week as follows:

Monday:	Flats Section, Park Section (West)
Tuesday:	Hills Section, Park Section (East) & Businesses

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

The contractor shall also provide for collection and disposal of containers as specified in Section 5.19.

OPTION #3 FIVE (5) YEAR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Solid Waste collection pricing should be based on an annual cost based on each year of the contract beginning on January 1 and ending on December 31 of each years and collection should occur 4 days per week as follows: 2 cans or bags (30 pounds each)

Monday:	Flats Section, Park Section (West)
Tuesday:	Hills Section, Park Section (East) & Businesses
Thursday:	Flats Section and Park Section (West)
Friday:	Hills Section, Park Section (East) & Businesses

The contractor shall also provide for collection and disposal of containers as specified in Section 5.19.

OPTION #4 FIVE (5) YEAR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Solid Waste collection pricing should be based on an annual cost based on each year of the contract beginning on January 1 and ending on December 31 of each years and should occur 2 days per week as follows: 2 cans or bags (30 pounds each)

Monday:	Flats Section, Park Section (West)
Tuesday:	Hills Section, Park Section (East) & Businesses

The contractor shall also provide for collection and disposal of containers as specified in Section 5.19.

OPTION #5 FIVE (5) YEAR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Solid Waste collection pricing should be based on a fixed rate per ton for each year of the contract, should be limited to (3) 30-pound cans and be collected one day per week as follows:

Monday:	Flats Section, Park Section (West)
Tuesday:	Hills Section, Park Section (East) & Businesses

The contractor shall also provide for collection and disposal of containers as specified in Section

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
5.19.

OPTION #6 FIVE (5) YEAR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Solid Waste collection pricing should be based on an annual cost for each year of the contract, should be limited to (3) 30-pound cans and be collected one day per week as follows:

Monday: Flats Section, Park Section (West)
Tuesday: Hills Section, Park Section (East) & Businesses

The contractor shall also provide for collection and disposal of containers as specified in Section 5.19.

OPTION #7 FIVE (5) YEAR COLLECTION AND DISPOSAL OF YARD WASTE IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Collection and Disposal of Yard Waste, which is defined in section 2, must be placed in no more than three (3) pound containers, and should occur once a year of the contract during the spring season and occur as follows:

Monday: Flats Section, Park Section (West)
Tuesday: Hills Section, Park Section (East)
Thursday: Flats Section and Park Section (West)
Friday: Hills Section, Park Section (East) & Businesses

OPTION #8 FIVE (5) YEAR COLLECTION AND DISPOSAL OF BULK WASTE MATERIAL IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Collection and Disposal (2) Bulk Waste Items once per year of the contract during the spring season and occur as follows:

Monday: Flats Section, Park Section (West)
Tuesday: Hills Section, Park Section (East)
Thursday: Flats Section and Park Section (West)
Friday: Hills Section, Park Section (East) & Businesses

OPTION #9 FIVE (5) YEAR COLLECTION AND DISPOSAL OF UNLIMITED QUANTITIES OF ALL RECYCLABLES IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Collection of all recycling items should be priced on an annual cost based on each year of

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
the contract beginning on January 1 and ending on December 31 of each years and should
occur 1 day per week as follows:

Monday: Flats Section, Park Section (West)
Tuesday: Hills Section, Park Section (East) & Businesses

OPTION #10 FIVE (5) YEAR COLLECTION AND DISPOSAL OF UNLIMITED QUANTITIES OF ALL SINGLE
STREAM RECYCLABLES IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31,
2028 AS PERMITTED BY LAW.

Collection of all single stream recycling items should be priced on an annual cost based on
each year of the contract beginning on January 1 and ending on December 31 of each
year of the contract and should occur every two weeks as follows:

Monday: Flats Section, Park Section (West)
Tuesday: Hills Section, Park Section (East) & Businesses
Thursday: Flats Section and Park Section (West)
Friday: Hills Section, Park Section (East) & Businesses

OPTION #11 FIVE (5) YEAR COLLECTION AND DISPOSAL OF BULK WASTE MATERIAL IN THE TOWN
OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Collection and Disposal (2) Bulk Waste Items quarterly (4 times) per year of the contract
and occur as follows:

Monday: Flats Section, Park Section (West)
Tuesday: Hills Section, Park Section (East)
Thursday: Flats Section and Park Section (West)
Friday: Hills Section, Park Section (East) & Businesses

5.19 CONTAINERS

*A. Supply and Collection of Containers-It will be the responsibility of the contractor to
provide the Town of BOONTON the dumpsters and dumpster service for the following
locations:*

- 1.) Municipal Garage/Public Works Department (2) 30
C.Y. dumpsters (upon request)
- 2.) Boonton Housing Authority – Plane Street (2) 4 C.Y.
Dumpster—Pick Up on Monday, Tuesday,
Thursday, Friday.
- 3.) Apartments- Deer Croft Realty (1) 4 C.Y. Dumpster,

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

- Deer Croft North (1) 3 C.Y. Dumpster
- 4.) Town Hall (1) 2 C.Y. dumpster four times per week.
- 5.) Boonton Ave. Firehouse (1) 2 C.Y. dumpster two times per week.
- 6.) Additional dumpsters may be ordered by the Town and can be disposed of at the same rate as the other containers in Town.
- 7.) Dumpsters supplied by the contractor must be serviceable. Door must be able to seal closed to prevent rain water from getting into dumpsters and wheels must be maintained and operable.
- 8.) Trash/ Lined Pedestrian Cans on Main Street (See Section 8 for locations.)

5.20 COLLECTION SCHEDULE

A.All collection services, as described in these specifications, shall be performed on all designated days between 6:00AM and 3:00PM. Hours maybe extended by mutual agreement with the Town of Boonton under certain conditions as approved by the Mayor and his/her designee.

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

Where a collection day falls on New Years Day, Christmas Day, Thanksgiving Day, the Fourth of July, Memorial Day, Labor Day or any other legal holiday on which the Laborers of the Contractor are not scheduled to work, collection for such holiday will be made the following day and should be confirmed with the Superintendent of Public Works. If a legal holiday falls on a Saturday, collection will then be made on the following Monday. No collections shall be allowed on Sunday. Customers are to be notified by the Town of Boonton by newspaper advertisement one week prior to the Holiday.

5.21 SOLID WASTE DISPOSAL

- A. All solid waste collected within the Town of BOONTON shall be disposed of in accordance with the MORRIS 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 Morris County MUA Transfer Station, 1100 Edwards Road, Parsippany, New Jersey 07054, Telephone 973-882-0912.
- B. The Town of BOONTON reserves the right to designate another disposal facility [or, if applicable, disposal facilities] in accordance with the MORRIS County Solid Waste Management Plan and/or any waste flow orders or in the event that the designated Disposal Facility [or, if applicable, Disposal Facilities] is unable to accept waste. The Town of BOONTON will assume all additional costs or benefits that are associated with such designation except for those diversions that are the result of routine maintenance.

5.22 VEHICLES AND EQUIPMENT

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

- 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 Town 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 Town Administrator.

5.23 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. The PUC license number and DEP number shall be placed on each truck and be conspicuous at all times.

5.24 TELEPHONE FACILITIES AND EQUIPMENT

- A. The Contractor must provide and maintain an office within reasonable proximity of the Town of BOONTON 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 8:00AM and 5:00PM. Contractor must provide an emergency phone number which the town can use to contact the contractor during non-business hours.

5.25 FAILURE TO COLLECT

The Contractor shall report to the designated Administrator, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next day. In those cases where collection is scheduled on a one collection per week basis, that collection

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
will be made as soon as possible, but in no event later than the next scheduled collection day.

5.26 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 the 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 Town of BOONTON.
- B. The Contractor shall submit a copy of all complaints received and the action taken to the Town of BOONTON.

5.27 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.

5.28 INVOICE AND PAYMENT PROCEDURE

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

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

- B. Where the Contractor has paid the costs of disposal, the contractor shall submit a separate invoice to the Town of BOONTON for reimbursement the Town of BOONTON shall pay all invoices within 30 days of receipt. The Town of BOONTON will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Town of BOONTON shall have 30 days from the date of receipt of the corrected invoice to make payment.
- C. The Town of BOONTON shall pay all invoices within 30 days of receipt. The TOWN of BOONTON will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Town of BOONTON shall have 30 days from the date of receipt of the corrected invoice to make payment.
- D. 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 disposal of each day during the billing month. The tonnage for which the Town of BOONTON shall be charged shall be the difference between the weight of the

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
vehicle upon entering the disposal facility and the tare weight of the vehicle.

- E. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed or paid to the Disposal Facility. Where the contractor has paid the costs of disposal, the Town of BOONTON shall reimburse the contractor for the actual quantity of waste disposal based upon the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection; 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; 5) The authorized tipping rate plus all taxes and surcharges.
- F. Where the Town of Boonton will pay for costs of disposal, the disposal facility shall bill the Town of Boonton directly for all costs (including taxes and surcharges).
- G. The Contractor may utilize a materials recovery facility for intermediate processing as long as the residue is disposed of in a manner consistent with N.J.A.C. 7:26-2B.9. In the event that the contractor chooses to utilize a Materials Recovery Facility (MRF), the Contractor shall identify the MRF on the proposal forms.

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

- ___6.11 Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- ___6.12 Statement of bidder's qualifications, experience and financial ability.
- ___6.13 A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Town of BOONTON.
- ___6.14 Stockholder statements of ownership.
- ___6.15 Non-collusion affidavit.
- ___6.16 Consent of surety.
- ___6.17 Proposal.

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

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, _____, am the _____

_____ Of the _____, and being duly sworn, I depose and
say:

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

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 Town of BOONTON Council to award to [] the contract for solid waste collection and recycling services in the event said bidder is the lowest responsive responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that the Town of BOONTON will rely upon the information provided in the Questionnaire in determining the lowest, responsive responsible bidder to be awarded the contract.

4. I also understand and agree that the Town of BOONTON Council may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the Town of BOONTON, 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 Town of BOONTON with any information necessary to verify the answers given.

Name of Firm or Individual Title _____

Signature Date _____

Subscribed and sworn to before me this
____ day of ____ 20____.

Notary Public of _____

My Commission expires _____, 20__.

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

QUESTIONNAIRE

This questionnaire must be filled out and submitted with as part of the Bid Proposal for solid waste collection and disposal for the Town of BOONTON. 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.

Collection and Transportation of Solid Waste

to an Approved Disposal Facility for the

Town of Boonton, Morris County, NJ

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 Town of BOONTON under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the [GOVERNING BODY] in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

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

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?

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

- (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
-
- 7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, and years of service, present condition and the type and size of the truck bodies.
 - 8. Where can this equipment described above be inspected?
 - 9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
 - 10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
 - 11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
 - 12. List the name and address of three credit or bank references.
 - 13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection, and the financial statement or balance sheet of the bidder, certified by a certified public accountant.
 - 14. Additional remarks.

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

6.4 BID GUARANTY

[See Section 3.2 Bid Guarantees]

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

[FORM SUPPLIED BY CONTRACTING UNIT]

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.:

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

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

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

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
_____ day of _____, 20____.

Notary Public of

My Commission expires _____, 20__.

6.7 CONSENT OF SURETY

[FORM SUPPLIED BY CONTRACTING UNIT]

6.8 PROPOSAL/PROPOSAL SUMMATION

Proposal for Solid Waste Collection beginning January 1, 2024 for the Town of

BOONTON. I or We _____

of _____

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

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

NOTE:

Bidders are required to sign all Option Proposal sheets.

Bidders are required to bid on all Option Proposals.

Signature

Affix seal if a corporation.

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

Title

6.8.1 PROPOSED OPTION #1

OPTION #1 FIVE (5) YEAR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Solid Waste collection pricing should be a fixed rate based on tonnage and should occur 4 days per week. 2 cans or bags (30 pounds each)

FIVE (5 YEAR) CONTRACT FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

The following bid is submitted pursuant to and in compliance with the advertisement for bids dated August 2, 2023 and the information and specifications for bidders related thereto and in strict accordance with the specifications and all addenda issued by the Town of BOONTON.

Year 1: 2024 – 2025

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 2: 2025 – 2026

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 3: 2026 – 2027

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
Year 4: 2027 – 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 5: 2028 – DECEMBER 31, 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

TOTAL FIVE YEARS: \$ _____
(In Numbers)

TOTAL FIVE YEARS: _____ Dollars _____ Cents
(In Written Words)

Name of Firm or Individual

Signature

Title

Address

Attest- if Corporation

Witness

6.8.2 PROPOSED OPTION #2

OPTION #2 FIVE (5) YEAR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Solid Waste collection pricing should be a fixed rate based on tonnage and should occur 1 days per week. 2 cans or bags (30 pounds each)

The following bid is submitted pursuant to and in compliance with the advertisement for bids dated August 2, 2028 and the information and specifications for bidders related thereto and in strict accordance with the specifications and all addenda issued by the Town of BOONTON.

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
Year 1: 2024 – 2025

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 2: 2025 – 2026

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 3: 2026– 2027

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 4: 2027 – 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 5: 2028 – DECEMBER 31, 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

TOTAL FIVE YEARS: \$ _____
(In Numbers)

TOTAL FIVE YEARS: _____ Dollars _____ Cents
(In Written Words)

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

_____ Name of Firm or Individual	_____ Signature
_____ Title	_____ Address
_____ Attest- if Corporation	_____ Witness

6.8.3 PROPOSED OPTION #3

OPTION #3 FIVE (5) YEAR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Solid Waste collection pricing should be based on an annual cost based on each year of the contract beginning on January 1 and ending on December 31 of each years and should occur 4 days per week. 2 cans or bags (30 pounds each)

The following bid is submitted pursuant to and in compliance with the advertisement for bids dated August 2, 2023 and the information and specifications for bidders related thereto and in strict accordance with the specifications and all addenda issued by the Town of BOONTON.

Year 1: 2024 – 2025

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 2: 2025 – 2026

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 3: 2026 – 2027

\$ _____

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 4: 2027 – 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 5: 2028 – DECEMBER 31, 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

TOTAL FIVE YEARS: \$ _____
(In Numbers)

TOTAL FIVE YEARS: _____ Dollars _____ Cents
(In Written Words)

Name of Firm or Individual

Signature

Title

Address

Attest- if Corporation

Witness

6.8.4

PROPOSED OPTION #4

OPTION #4 FIVE (5) YEAR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE TOWN OF
BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Solid Waste collection pricing should be based on an annual cost based on each year of

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
the contract beginning on January 1 and ending on December 31 of each years and should
occur 1 day per week. 2 cans or bags (30 pounds each)

The following bid is submitted pursuant to and in compliance with the advertisement for bids
dated August 2, 2023 and the information and specifications for bidders related thereto and in
strict accordance with the specifications and all addenda issued by the Town of BOONTON.

Year 1: 2024 – 2025

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 2: 2025 – 2026

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 3: 2026 – 2027

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 4: 2027 – 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 5: 2028 – DECEMBER 31, 2028

\$ _____
(In Numbers)

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

_____ Dollars _____ Cents
(In Written Words)

TOTAL FIVE YEARS: \$ _____
(In Numbers)

TOTAL FIVE YEARS: _____ Dollars _____ Cents
(In Written Words)

Name of Firm or Individual

Signature

Title

Address

Attest- if Corporation

Witness

6.8.5

PROPOSED OPTION #5

OPTION #5 FIVE (5) YEAR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Solid Waste collection pricing should be based on a fixed rate per ton for each year of the contract, should be limited to (3) 30-pound cans and be collected one (1) day per week.

The following bid is submitted pursuant to and in compliance with the advertisement for bids dated August 2, 2023 and the information and specifications for bidders related thereto and in strict accordance with the specifications and all addenda issued by the Town of BOONTON.

Year 1: 2024 – 2025

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 2: 2025 – 2026

\$ _____
(In Numbers)

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

_____ Dollars _____ Cents
(In Written Words)

Year 3: 2026 – 2027

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 4: 2027 – 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 5: 2028 – DECEMBER 31, 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

TOTAL FIVE YEARS: \$ _____
(In Numbers)

TOTAL FIVE YEARS: _____ Dollars _____ Cents
(In Written Words)

Name of Firm or Individual

Signature

Title

Address

Attest- if Corporation

Witness

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

6.8.6

PROPOSED OPTION #6

OPTION #6 FIVE (5) YEAR COLLECTION AND DISPOSAL OF SOLID WASTE IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Solid Waste collection pricing should be based on an annual cost for each year of the contract, should be limited to (3) 30 pound cans and be collected one day per week.

The following bid is submitted pursuant to and in compliance with the advertisement for bids dated August 2, 2023 and the information and specifications for bidders related thereto and in strict accordance with the specifications and all addenda issued by the Town of BOONTON.

Year 1: 2024 – 2025

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 2: 2025 – 2026

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 3: 2026 – 2027

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 4: 2027 – 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
Year 5: 2028 – DECEMBER 31, 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

TOTAL FIVE YEARS: \$ _____
(In Numbers)

TOTAL FIVE YEARS: _____ Dollars _____ Cents
(In Written Words)

Name of Firm or Individual

Signature

Title

Address

Attest- if Corporation

Witness

6.8.7 PROPOSED OPTION #7

OPTION #7 FIVE (5) YEAR COLLECTION AND DISPOSAL OF YARD WASTE IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Collection and Disposal of Yard Waste, which should be limited to clippings and yard waste, should occur once per year of the contract during the spring season. Limit to 3-30-pound cans. Yard waste is defined as seen in Section 2.

The following bid is submitted pursuant to and in compliance with the advertisement for bids dated August 2, 2023 and the information and specifications for bidders related thereto and in strict accordance with the specifications and all addenda issued by the Town of BOONTON.

Year 1: 2024– 2025

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

Year 2: 2025 – 2026

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 3: 2026 – 2027

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 4: 2027 – 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 5: 2028 – DECEMBER 31, 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

TOTAL FIVE YEARS: \$ _____
(In Numbers)

TOTAL FIVE YEARS: _____ Dollars _____ Cents
(In Written Words)

Name of Firm or Individual

Signature

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

Title

Address

Attest- if Corporation

Witness

6.8.8

PROPOSED OPTION #8

OPTION #8 FIVE (5) YEAR COLLECTION AND DISPOSAL OF BULK WASTE MATERIAL IN THE TOWN
OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Collection and Disposal (2) Bulk Items which will occur once per year of the contract
during the spring season.

The following bid is submitted pursuant to and in compliance with the advertisement for bids
dated August 2, 2023 and the information and specifications for bidders related thereto and in
strict accordance with the specifications and all addenda issued by the Town of BOONTON.

Year 1: 2024 – 2025

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 2: 2025 – 2026

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 3: 2026 – 2027

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
Year 4: 2027 – 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 5: 2028 – DECEMBER 31, 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

TOTAL FIVE YEARS: \$ _____
(In Numbers)

TOTAL FIVE YEARS: _____ Dollars _____ Cents
(In Written Words)

Name of Firm or Individual

Signature

Title

Address

Attest- if Corporation

Witness

6.8.9

PROPOSED OPTION #9

OPTION #9 FIVE (5) YEAR COLLECTION AND DISPOSAL OF UNLIMITED QUANTITIES OF ALL SINGLE STREAM RECYCLABLES IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Collection of all single stream recycling items should be priced on an annual cost based on each year of the contract beginning on January 1 and ending on December 31 of each years and should occur 4 days per week.

The following bid is submitted pursuant to and in compliance with the advertisement for bids dated August 2, 2023 and the information and specifications for bidders related thereto and in strict accordance with the specifications and all addenda issued by the Town of BOONTON.

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

Year 1: 2024 – 2025

\$ _____
(In Numbers)
_____ Dollars _____ Cents
(In Written Words)

Year 2: 2025 – 2026

\$ _____
(In Numbers)
_____ Dollars _____ Cents
(In Written Words)

Year 3: 2026 – 2027

\$ _____
(In Numbers)
_____ Dollars _____ Cents
(In Written Words)

Year 4: 2027 – 2028

\$ _____
(In Numbers)
_____ Dollars _____ Cents
(In Written Words)

Year 5: 2028 – DECEMBER 31, 2028

\$ _____
(In Numbers)
_____ Dollars _____ Cents
(In Written Words)

TOTAL FIVE YEARS: \$ _____
(In Numbers)

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

TOTAL FIVE YEARS: _____ Dollars _____ Cents
(In Written Words)

Name of Firm or Individual

Signature

Title

Address

Attest- if Corporation

Witness

6.8.10

PROPOSED OPTION #10

OPTION #10 FIVE (5) YEAR COLLECTION AND DISPOSAL OF UNLIMITED QUANTITIES OF ALL SINGLE STREAM RECYCLABLES IN THE TOWN OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Collection of all single stream recycling items should be priced on an annual cost based on each year of the contract beginning on January 1 and ending on December 31 of each years and should occur every other week.

The following bid is submitted pursuant to and in compliance with the advertisement for bids dated August 2, 2023 and the information and specifications for bidders related thereto and in strict accordance with the specifications and all addenda issued by the Town of BOONTON.

Year 1: 2024 – 2025

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 2: 2025 – 2026

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 3: 2026 – 2027

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 4: 2027 – 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 5: 2028 – DECEMBER 31, 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

TOTAL FIVE YEARS: \$ _____
(In Numbers)

TOTAL FIVE YEARS: _____ Dollars _____ Cents
(In Written Words)

TOTAL FIVE YEARS: _____

Name of Firm or Individual

Signature

Title

Address

Attest- if Corporation

Witness

6.8.11

PROPOSED OPTION #11

OPTION #11 FIVE (5) YEAR COLLECTION AND DISPOSAL OF BULK WASTE MATERIAL IN THE TOWN
OF BOONTON FROM JANUARY 1, 2024 TO DECEMBER 31, 2028 AS PERMITTED BY LAW.

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

Collection and Disposal (2) Bulk Waste Items quarterly (4 times) per year of the contract
and occur as follows:

The following bid is submitted pursuant to and in compliance with the advertisement for bids
dated August 2, 2023 and the information and specifications for bidders related thereto and in
strict accordance with the specifications and all addenda issued by the Town of BOONTON.

Year 1: 2024 – 2025

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 2: 2025 – 2026

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 3: 2026 – 2027

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 4: 2027 – 2028

\$ _____
(In Numbers)

_____ Dollars _____ Cents
(In Written Words)

Year 5: 2028 – DECEMBER 31, 2028

\$ _____
(In Numbers)

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

_____ Dollars _____ Cents
(In Written Words)

TOTAL FIVE YEARS: \$ _____
(In Numbers)

TOTAL FIVE YEARS: _____ Dollars _____ Cents
(In Written Words)

TOTAL FIVE YEARS: _____

Name of Firm or Individual

Signature

Title

Address

Attest- if Corporation

Witness

SECTION 7: CONTRACT DOCUMENTS

7.1. PERFORMANCE BOND

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

7.2. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } SS:

I, _____, am the

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ

____ Of the _____, and being duly sworn, I depose and say:

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

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 Town of BOONTON to damages arising there from.

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

Subscribed and sworn to before me this

____ Day of ____ 20__.

Notary Public of

My Commission expires _____, 20__.

7.3. CERTIFICATE OF INSURANCE

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

Attached sample.

7.4 BUSINESS REGISTRATION CERTIFICATE

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
Must be attached

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } S.S.:

I, _____, of the City of _____

In the State of _____

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

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

to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the Provisions of Public Law 1975, Chapter 127.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this

Day of 20.

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
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.

Collection and Transportation of Solid Waste

to an Approved Disposal Facility for the

Town of Boonton, Morris County, NJ

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).

SECTION 8 MUNICIPAL DATA

Town of Boonton- 2023 MUNICIPAL DATA

POPULATION: 8,394 (2010 U.S. CENSUS)

RESIDENTIAL SOURCES:

Single Family: 1,802

Multi-Family: 463

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
Condominiums: 117

Apartments: 284

TOTAL: 2601

APPROXIMATE COLLECTION STOPS: 2398

CONTAINERS: See Section 5.19 for details

COMMERCIAL SOURCES:

Total-Included in residential sources- Total bag/garbage can is limited to 2 bags/cans of
30 Pounds Each-Option

Total bag/garbage can is limited to 4 bags/cans of
30 Pounds Each-Option

MUNICIPAL SOURCES:

Municipal Buildings:

DPW: (2) 30 C.Y. dumpsters (upon request)

Town Hall: (1) 2 C.Y. dumpster four times per week

Boonton Avenue Fire House: (1) 2 C.Y. dumpster two times per week

LINED PEDESTRIAN GARBAGE CANS-APPROXIMATELY 25 CANS IN THE LISTED LOCATIONS FOR PICKUP
FOUR (4) PER WEEK

- 1) Bus Stop on W. Main Street across from Gas Station
- 2) At Bus Stop across from 1021 Main Street
- 3) Main & Liberty (on corner)
- 4) 929 Main Street (across from Upper Plane Street lot by Meter Box
- 5) 802 Main Street
- 6) 714 Main Street
- 7) 709 Main Street
- 8) Corner of Church & Main Street
- 9) 613 Main Street
- 10) Main Street Boardwalk
- 11) 520 Main Street
- 12) Post Office
- 13) 404 Main Street
- 14) 310 Main Street
- 15) 301 Main Street
- 16) Town Hall Bus Stop
- 17) Pocket Park across from Town Hall on Washington Street
- 18) Kiwanis Lot on Lathrop Avenue
- 19) Lathrop Avenue Bus Stop by Town Hall Parking Lot
- 20) 119 Myrtle Avenue Bus Stop

Collection and Transportation of Solid Waste
to an Approved Disposal Facility for the
Town of Boonton, Morris County, NJ
21) Train Station on Myrtle Avenue
22) Lathrop Avenue & Maple Avenue
23) Reservoir Bridge

AREA: 2.37 Square Miles

TOTAL ROAD MILES: 35 miles of Local, County and State, essentially one lane in each direction.

TONNAGE REPORT

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Solid Waste (Type 10)	3538	3490	3582	3600
Single Stream	1080	1064	1008	938

NOTE: The information contained in this municipal data sheet may be based on estimates and/or information provided by sources outside of the Town of Boonton and as such, the Town makes no representations as to the truth or accuracy of the information. All bidders must undertake their own inspection of the areas to be serviced under this contract and shall not use the information in this data sheet as a substitute for required inspections.