

**BOROUGH OF BUTLER
ONE ACE ROAD
BUTLER, NEW JERSEY**

NOTICE TO BIDDERS NOVEMBER 6, 2022

**PROPOSALS FOR THE COLLECTION, REMOVAL AND DISPOSAL
OF GARBAGE, BULK WASTE AND DESIGNATED RECYCLABLES.**

Sealed Proposals for Collection, Removal and Disposal of Garbage, Bulk Waste and designated recyclables will be received by the Borough of Butler in the Conference Room of the Mayor and Council in Borough Hall, One Ace Road, Butler, New Jersey on **November 30th, 2022** at 10:00 a.m. prevailing time, at which time and place they will be publicly opened and read aloud. Bids may be hand-delivered or mailed by certified mail. Butler Borough will not be responsible for any bid mailed which is lost in transit or delivered late by the Postal Service. Bids will not be accepted after said hour.

Specifications and bid proposal forms may be obtained at the office of the Borough Clerk, One Ace Road, Butler, New Jersey, between the hours of 8:30 a.m. and 4:30 p.m. daily except Saturdays, Sundays and holidays or by calling the Borough Clerk at 973-838-7200, ext. 226. Bids or proposals shall be made on the forms provided and attached to the specifications which shall be submitted intact and otherwise must conform to the general instructions, specifications, terms and conditions which are on file and available to all bidders without charge.

A certified check or cashier's check made payable to the order of the Borough of Butler, or a duly executed bid bond in the amount of 10% of each bid, but in no case more than \$20,000.00, must be deposited by the bidder.

Bidders must comply with the following New Jersey State Statutes:

P.L. 1975, Chapter 127 (Affirmative Action Program)

P.L. 1977, Chapter 33 (Statement of Ownership)

N.J.S.A. 40A:11-18 (American Goods and Products to be used where possible)

Bid proposals must be placed in sealed opaque envelopes addressed to the Borough of Butler, One Ace Road, Butler, New Jersey 07405, and marked clearly on the outside of the envelope "GARBAGE BID DOCUMENTS ENCLOSED".

The Borough reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the proposal received and to accept the bid which is in the best interests of the Borough.

Brandi Greco
Acting Borough Clerk

BOROUGH OF BUTLER
BID SPECIFICATIONS
SOLID WASTE
AND RECYCLABLE MATERIALS
COLLECTION SERVICE

1. INSTRUCTIONS TO BIDDERS

1.1. THE BID

The Borough of Butler is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and disposal services for a period of (1) one, three (3) or five (5) years, to commence on January 1st 2023, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq. If the contract is unable to start on January 1st 2023 due to a delay in award, the contract will be prorated for the first year based on the actual start date of the service to be delivered under this contract.

1.2. CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the Newark Star Ledger and in the Suburban Trends newspapers.

1.3. BID OPENING

All bid proposals will be publicly opened and read by the Borough Clerk at **10:00 a.m. on November 30th, 2022** at One Ace Road. Bids must be delivered by hand or by mail to the Borough Clerk no later than **November 30th, 2022 at 10:00 a.m.** All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4. DOCUMENTS TO BE SUBMITTED

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

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

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

2. DEFINITIONS

1. "Addenda": written or graphic instruments issued prior to the opening of bids which clarify, correct, or change, the bidding documents or the contract documents.
2. "Bid guarantee": the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful bidder will enter into a contract.
3. "Bid proposal": all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.
4. "Bid specifications": all documents requesting bid proposals for municipal solid waste collection services contained herein.
5. "Borough": the Borough of Butler.
6. "Bulk Waste": large items of solid waste, including, but not limited to, carpeting, home furnishings, and other oversized items whose size precludes or complicates handling by the normal collecting process. Included in this definition are wastes generated by households identified by the Department of Environmental Protection as ID 13. Excluded by definition are building materials, automotive parts, and white goods.

7. "Certificate of insurance": a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.
8. "Collection site": the location of waste containers on collection day.
9. "Collection source": a generator of designated collected solid waste to whom service will be provided under the contract.
10. "Commingled Recyclables": those household items that are aluminum food and beverage containers, plastic bottles, glass bottles and jars, and ferrous containers (steel and bi-metal cans).
11. "Consent of surety": a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.
12. "Contract": the written agreement executed by and between the successful bidder and the governing body and shall include the bid proposal, and the bid specifications.
13. "Contract administrator": the person authorized by the contracting unit to procure and administer contracts for solid waste collection services.
14. "Contracting unit": 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.
15. "Contractor": the lowest responsible bidder to whom award of the contract shall be made.
16. "Day": a calendar day of twenty-four (24 hours measured from 12:00 A.M. to 11:59 P.M.)
17. "Designated collected recyclable material": Shall mean newspaper, corrugated cardboard, mixed paper, commingled recyclables, white goods, and vegetative waste.
18. "Designated collected solid waste": solid waste types identified by the New Jersey Department of Environmental Protection and Solid Waste Class ID 10. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.
19. "Designated Recyclables": newspaper, corrugated cardboard, mixed paper, commingled recyclables, white goods, and vegetative waste.

20. "Disposal facility": those sites designated in the Morris County Solid Waste Management Plan for use by the Borough of Butler, owned and operated by the Morris County Municipal Utilities Authority, or State approved recycling facility. This facility is presently Morris County Transfer Station located in the Township Parsippany as to solid waste.
21. "Effective date of the agreement": the date indicated in the agreement on which it becomes effective, but if no such date is indicated, it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.
22. "Garbage": the conventional domestic waste generated by a household and identified by the Department of Environmental Protection as Solid Waste Class ID 10.
23. "Governing body": the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of a, municipality as further defined at N.J.S.A. 40A:11-2.
24. "Holiday": a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including:
 - a. January 1st (New Years Day).
 - b. Memorial Day
 - c. July 4th (Independence Day)
 - d. Labor Day
 - e. Fourth Thursday in November (Thanksgiving).
 - f. December 25th (Christmas Day).
25. "Legal newspaper": the Suburban Trends.
26. "Mixed Paper": high grade paper; magazines (glue or staple bound); catalogs; color inserts from newspaper; envelopes with or without windows; undeliverable and/or advertising mail; sweepstakes forms; school paper (math paper, composition paper, construction paper with paint, crayon, or marker); textbooks without hard cover; soft cover workbooks; office paper (fax or photocopy paper, computer printouts, or white ledger); non-metallic wrapping paper; real estate books; NCR paper; and white pages of the telephone book.
27. "Municipality Owned Property": properties owned by the Borough of Butler which are to receive collection as specified herein.
28. "Notice of Award": the written notice by the Borough of Butler to the apparent successful bidder stating that upon his/her compliance with the conditions enumerated therein, within the time specified, the Borough will sign and deliver the agreement.
29. "Notice to Proceed": the written notice given by the Borough to the Contractor fixing the date on which the contract time will commence to run and on which the Contractor shall start to perform his/her obligations under the contract documents.

- 30. "Owner": the Borough of Butler.
- 31. "Proposal forms": those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.
- 32. "Service Area": The service area is as follows:

The corporate limits of the Borough of Butler in the County of Morris.
- 33. "Single Stream": shall refer to the co-mingling of mixed paper, cardboard and comingled recyclables in the same container without any sorting
- 34. "Suitable Receptacle": a watertight container, can or barrel made of metal or other durable material with a tight fitting cover, constructed to prevent the spillage of its contents. The container shall be waterproof and shall not exceed thirty-five (35) gallons in volume or fifty (50) pounds in weight when filled.
- 35. "Surety": 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.
- 36. "Tipping Fee": the combination of legally imposed fees and taxes charged for the direct disposal of solid waste in accordance with the Morris County District Solid Waste Management Plan. It specifically excludes fees or taxes related to the operation of a solid waste collection business or the same charged to vehicles used for hauling solid waste.
- 37. "Vegetative Waste": leaves, grass, yard cuttings, brush (no larger than four inches in diameter), and Christmas trees generated by residential units. Included in this definition are wastes generated by households identified by the Department of Environmental Protection as ID 23.
- 38. "White Goods": ferrous household appliances to include, but not limited to, refrigerators, freezers, stoves, washing machines, clothes dryers, and dishwashers.

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

- A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.
- B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Butler in the advertisement for bids.

- C. Each bidder shall sign, where applicable, all bid submissions as follows:
1. For a corporation, by a principal executive officer;
 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in sections 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. The bid proposal contains option bids. The Borough of Butler may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder; provided, however, the Borough shall not award the contract based on the bid price for separate options.
- E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2. BID GUARANTEES

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

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

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

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 equal product, subject to the approval of the Borough of Butler.

3.5. COMPLIANCE

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

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" in the form shown on page 30 of these specifications:

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

3.7. NO ASSIGNMENT OF BID

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

4. AWARD OF CONTRACT

4.1. GENERALLY

- A. The Borough of Butler shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough of Butler's decision, in writing, by certified mail.
- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.
- C. The Mayor and Council of the Borough of Butler reserve the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Mayor and Council of the Borough of Butler rejects all bids, the Mayor and Council of the Borough of Butler shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

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

4.3. RESPONSIBLE BIDDER

The Borough of Butler 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

For a one (1), three (3) or five (5) year contract, the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond to the Borough of Butler prior to or concurrent with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Borough of Butler with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

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

Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount equal to the costs incurred by the Borough of Butler in re-bidding the contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

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

4.6. VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that:: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the Borough of Butler will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal.

4.7. ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Borough of Butler may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

- A. Work under this contract - The work to be performed under this contract includes the collection, removal and disposal of all garbage, bulk waste, designated recyclables and vegetative waste from each residential, each commercial unit on Main Street, and municipal property within the Borough of Butler. The Borough is comprised of approximately 2,600 residential units, and approximately 50 commercial units on Main Street, over an area of less than 2 square miles. Increases in individual collection points in increments of five per cent (5%) added to the collection route will be cause for renegotiating at an additional cost as related and limited solely to the increased collection units. Particularly excluded from collection are car parts and tires. Materials from Home Improvements shall be limited to three 35 gallon cans not exceeding 50 pounds in weight per week.
- B. Collection Modes - The Contractor will provide bid pricing for the following collection alternatives:

- I. SOLID WASTE (GARBAGE) TWO COLLECTIONS AT EACH UNIT PER WEEK – 1, 3 OR 5 YEARS
- II. DESIGNATED SINGLE STREAM RECYCLABLES (excluding Vegetative Waste). ONE COLLECTION PER WEEK - CONTRACTOR'S MARKETS – 1, 3 OR 5 YEARS.

This shall include Quarterly curbside collection of "White Goods and Metal Recyclables" on a single collection day each quarter. Collection costs shall be all inclusive to include transportation to bidder's market. Costs and/or revenues associated with the marketing of these materials will be the responsibility of the Contractor. The Contractor will be responsible for the proper removal of freon from "White Goods" prior to disposal, as required by the Clean Air Act.

- III. DESIGNATED COMMINGLED RECYCLABLES AND PAPER (excluding Vegetative Waste).
ONE COLLECTION PER WEEK - CONTRACTOR'S MARKETS – 1, 3 OR 5 YEARS.

(ALTERNATE WEEKS PAPER/COMMINGLED)

This shall include Quarterly curbside collection of "White Goods and Metal Recyclables" on a single collection day each quarter. Collection costs shall be all inclusive to include transportation to bidder's market. Costs and/or revenues associated with the marketing of these materials will be the responsibility of the Contractor. The Contractor will be responsible for the proper removal of freon from "White Goods" prior to disposal, as required by the Clean Air Act.

- IV. RECYCLABLES COLLECTION – ONE DAY PER WEEK (excluding Vegetative Waste) – BOROUGH TO CONTRACT DIRECTLY FOR MARKET COSTS.

This shall include Quarterly curbside collection of "White Goods and Metal Recyclables" on a single collection day each quarter. Collection costs shall be all inclusive to include transportation to buyer's market. Costs and/or revenues associated with the marketing of these materials will be the responsibility of the Borough. The Contractor will be responsible for the proper removal of freon from "White Goods" prior to disposal, as required by the Clean Air Act.

- V. VEGETATIVE WASTE - ONE DAY PER WEEK (APRIL 1st THROUGH DECEMBER 15th) – 1, 3 OR 5 YEARS (ALSO INCLUDES TWO CHRISTMAS TREE COLLECTIONS IN JANUARY AT LEAST 1 WEEK APART)
- VI. SOLID WASTE (as outlined in I above), DESIGNATED RECYCLABLES (as outlined in II above) AND VEGETATIVE WASTE (as outlined in V above) COMBINED

- VII. SOLID WASTE (as outlined in I above), DESIGNATED RECYCLABLES (as outlined in III above) AND VEGETATIVE WASTE (as outlined in V above) COMBINED
- VIII. SOLID WASTE (as outlined in I above), DESIGNATED RECYCLABLES (as outlined in IV above) AND VEGETATIVE WASTE (as outlined in V above) COMBINED
- C. Routes of Collection - As part of the bid, the Contractor shall provide a map showing the collection districts and a proposed routing system. The Contractor may modify the districts for good cause over the first three months of the contract upon approval by the Contract Administrator and ample notification of the public.
- D. Points of Collection - All material to be collected shall be placed by the occupant in a suitable manner at the curblane of a public street or street within a condominium complex. Where there is no curb, the material shall be placed at the property line. Where sidewalks immediately abut the curb, the materials shall be placed behind the sidewalk. Where a question exists, the Contractor shall use best judgment to make a determination as to where the receptacle is placed. Upon emptying of receptacles, the Contractor shall return them to the appropriate location and place them in an appropriate manner. If any public street is closed for repair, the Contractor shall notify the Contract Administrator, and make provisions for collection.

5.1. SERVICE REQUIRED

The Contractor shall provide service for any and all types of collection to be awarded by the Borough of Butler. The Borough of Butler shall select one collection Option for the contract period of one (1), three (3) or five (5) years in accordance with any of the option proposals submitted.

5.2. COLLECTION AREA

The Contractor shall provide collection, removal and disposal from within the territorial and geographic boundary of the Borough of Butler.

5.3. COLLECTION OPTIONS

The bid may include any of the following collection options:

A. SOLID WASTE – 1, 3 or 5 YEARS

Curbside Collection (Mode I) service two days per week, January through December. Each curbside collection point will be allowed three thirty-five gallon or equivalent containers each collection day. In addition, BULK items shall be picked up on at least one (1) collection day each week. Bulk day for each week is to be designated at the start of the contract. Collection

costs shall be all inclusive except disposal fees. Disposal fees will be paid by Butler Borough directly.

B. DESIGNATED RECYCLABLES (excluding Vegetative Waste)

Curbside Collection Single Stream (Mode II) service one day per week, January through December. Collection to include corrugated cardboard, newspaper, commingled recyclables, and mixed paper as prepared by the residents. All recyclables to be placed at the curb in the same receptacle. Quarterly curbside collection of "White Goods" and recyclable metals as well as monthly collection of Freon goods. **Collection costs shall be all inclusive to include transportation to bidder's market. Costs and/or revenues associated with the marketing of these materials will be the responsibility of the Contractor. The Contractor will be responsible for the proper removal of freon from "White Good" prior to disposal, as required by the Clean Air Act. Freon appliances shall be picked up once per month by appointment only.**

C. DESIGNATED RECYCLABLES (excluding Vegetative Waste)

(ALTERNATE WEEKS PAPER/COMMINGLED)

Curbside Collection Commingled (Mode III) service one day per week, January through December. Collection to include corrugated cardboard, newspaper, commingled recyclables, and mixed paper as prepared by the residents. All recyclables to be placed at the curb in the same receptacle. Paper and cardboard will be collected one week, and comingled collected on the alternate week. Also Quarterly curbside collection of "White Goods" and recyclable metals as well as monthly collection of Freon goods. **Collection costs shall be all inclusive to include transportation to bidder's market. Costs and/or revenues associated with the marketing of these materials will be the responsibility of the Contractor. The Contractor will be responsible for the proper removal of freon from "White Good" prior to disposal, as required by the Clean Air Act. Freon appliances shall be picked up once per month by appointment only.**

D. DESIGNATED RECYCLABLES (Buyer's Market for Goods)

Curbside Collection (Mode IV) service one day per week, January through December. Collection to include corrugated cardboard, newspaper, commingled recyclables, and mixed paper as prepared by the residents. All recyclables to be placed at the curb. Also Quarterly curbside collection of "White Goods" and recyclable metals as well as monthly collection of Freon goods. **Collection costs shall include transportation to buyer's market. Costs and/or revenues associated with the marketing of these materials will be the responsibility of the Borough. The Contractor will be responsible for the proper removal of freon from "White Good" prior to disposal, as required by the Clean Air Act. Freon appliances shall be picked up once per month by appointment only.**

E. VEGETATIVE WASTE
ONCE A WEEK COLLECTION

Curbside collection service (Mode IV) **EVERY MONDAY** (with completion on Tuesday if necessary), **April 1st through December 15th**, of vegetative waste to include grass, leaves, and brush as prepared by the residents. Christmas trees to be collected twice in the month of January spaced a minimum of one week apart. **Costs shall be all inclusive to include collection and transportation to Buyer's selected facility. Collection of vegetative waste must be completed within the designated day each week. If the collection day will be other than Monday, the Bidder must identify that at the time of their bid submission.**

- F. COMBINED BIDS FOR OPTIONS A, B AND E ABOVE.
- G. COMBINED BIDS FOR OPTIONS A, C AND E ABOVE
- H. COMBINED BIDS FOR OPTIONS A, D AND E ABOVE

5.4. CONTAINERS AND PREPARATION BY RESIDENTS

- A. Containers used for collection of solid waste and commingled recyclables at single family residential units shall be a can or barrel made of metal or other durable material with a tight fitting cover, constructed to prevent the spillage of its contents; it shall be waterproof and shall not exceed 35 gallons in volume or 50 pounds in weight when filled.

Containers used for collection of solid waste and commingled recyclables at multi-family residential units shall be as described above, or solid waste type dumpsters, provided by the contractor, depending upon the past collection practices of the residential complex. Dumpsters supplied by the contractor **MUST BE MAINTAINED** in operating condition which means no holes, working wheels and covers if applicable.

Containers used for collection of vegetative waste at single family residential units shall be a can or barrel made of metal or other durable material with a tight fitting cover, constructed to prevent the spillage of its contents; it shall be waterproof and shall not exceed 35 gallons in volume or 50 pounds in weight when filled, or bio-degradable bags can be used for leaves and grass. Brush shall be bundled and tied properly so that each bundle may be picked up and handled by one person. No bundle shall exceed fifty pounds in weight, four feet in length, or two feet in diameter.

- B. Preparation by Residents of Designated Recyclables for Collection:
- i. Single Stream Recyclables (Mode II) shall be placed together in a rigid container (not in plastic bags) at the curblane;

- ii. White Goods that have been scheduled for pickup shall be placed at the curblin for collection with all doors removed so as to avoid entrapment within the appliance;
- iii. Freon Appliances – residents shall call Butler Borough Hall and schedule appliances for the monthly pickup. Butler will then supply the list of pickups to the hauler no later than 2 days in advance of the scheduled pickup each month.
- iv. Vegetative Waste - grass and leaves shall be placed in a commingled state in biodegradable bags or suitable can as described above at the curblin for collection. Brush shall be bundled and tied properly so that each bundle may be picked up and handled by one person. No bundle shall exceed fifty pounds in weight, four feet in length, or two feet in diameter.

5.5. COLLECTION SCHEDULE

- A. All collection services, as described in these specifications, shall be performed on all designated days between 7:00 a.m. (except as noted) and sunset. Collections may start at 6:00 a.m. on Kiel Avenue, Main Street and Bartholdi Avenue in order to avoid school traffic. Collections may occur Mondays through Fridays. Collections of any kind will not be permitted on Saturdays or Sundays.
- B. Holidays - Collections are not required on the following holidays:
 - a. January 1st (New Year's Day)
 - b. Memorial Day
 - c. July 4th (Independence Day)
 - d. Labor Day
 - e. Fourth Thursday in November (Thanksgiving)
 - f. December 25th (Christmas Day)
- C. Inclement Weather - In the event of inclement weather, such as severe snows, hurricanes or floods which preclude pick up from a district on two successive collection dates, the Contract Administrator may direct the Contractor to modify his schedule to best serve the needs of the Borough of Butler.
- D. Borough Property - Borough property that requires collection includes the following properties and the Contractor shall provide dumpsters as shown at no additional charge:
 - 1. Municipal Building (One Ace Road)
 - Two 6 cy dumpsters collected two times per week (garbage)
 - Two 8 cy dumpsters collected ONE TIME per week (recyclables)
 - 2. Public Safety Building (10 High Street)
 - One 2 cy dumpster collected two times per week (garbage)
 - One 2 cy dumpster collected ONE TIME per week (recyclables)

3. Public Works Building (Bellevue Ave)
 - One 8 cy dumpster collected two times per week (garbage)
 - Four 6 cy dumpster collected ONE TIME per week (recyclables)
 4. Carey Avenue Firehouse (26-28 Carey Ave)
 - One 4 cy dumpster collected two times per week (garbage)
 - One 6 cy dumpster collected ONE TIME per week (recyclables)
 5. Richard Butler School, Pearl Place
 - Two 8 cy. dumpsters collected two times per week. (garbage)
 - Two 6 cy. dumpsters collected ONE TIME per week (recyclables).
 6. Aaron Decker School, Decker Road
 - Two 6 cy. dumpsters collected two times per week.(garbage)
 - One 6 cy. dumpster collected ONE TIME per week. (recyclables)
 7. Butler High School, Bartholdi Avenue
 - Two 8 cy. dumpsters collected two times per week. (garbage)
 - Three 6 cy. dumpsters collected ONE TIME per week. (recyclables)
 8. Stonybrook Swim Club, Boonton Avenue (April – September)
 - Two 6 cy. dumpster collected two times per week. (garbage)
 - Two 6 cy. dumpsters collected ONE TIME per week.(recyclables)
 9. Butler Recreation Center, Mabey Lane
 - One 2 cy. dumpster collected two times per week. (garbage)
- F. Private Complexes (Dumpsters listed below to be provided by contractor)
1. Cambridge Heights @ Terrace Lake, Rt 23 North
 - A. Solid Waste Dumpsters (to be provided by contractor) picked up 2 times per week:
 - a. One (1) 4 CY Dumpsters. (garbage)
 - b. Three (3) 3 CY Dumpsters. (garbage)
 - c. Three (3) 2 CY Dumpsters. (garbage)
 - B. Curbside pickup 2 times per week of solid waste of 66 townhomes in accordance with residential pickup in the specifications
 - C. One time per week pickup of designated recyclables
 - a. Nine (9) 2 CY dumpsters (recyclables)
 - D. Curbside pickup 1 time per week of designated recyclables of 66 townhomes in accordance with residential pickup in the specifications
 - E. One time per week bulk pickup of large items not able to fit in the dumpsters provided.
 2. Butler Ridge Apartment Complex, Rt 23

- A. Seven (7) 8 cy. dumpsters collected two times per week (garbage).
 - B. Eight (8) 4 cy. dumpsters collected one time per week. (recyclables)
- 3. Butler Arms Apartment Complex, Boonton Ave
 - A. One 8 cy. dumpster collected two times per week (garbage).
 - B. One 4 cy. dumpster collected one time per week. (paper/cardboard)
 - C. One 4 cy. dumpster collected one time per week. (designated recyclables)
- 4. Riverplace at Butler, Main Street
 - A. Curbside collected two times per week (garbage).
 - B. Curbside pickup of recyclables in accordance with residential pickup in the specifications.
- 5. Rocky Hill – Hamburg Turnpike by Maple Lake Road
 - A. One 6 cy. dumpster collected two times per week. (garbage)
 - B. Two (2) 4 cy. dumpster collected ONE TIME per week. (recyclables)
- 6. Argonne Woods – Off of Route 23 Southbound at Argonne Road
 - A. Curbside collected two times per week (garbage).
 - B. Curbside pickup of recyclables in accordance with residential pickup in the specifications.
 - C. Bulk pickup- in accordance with all other residential properties

All other public property shall be served by curbside collection.

5.6. SOLID WASTE DISPOSAL

- A. All solid waste collected within the Borough of Butler shall be disposed of in accordance with the Morris County Municipal Utilities Authority 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 the Morris County Transfer Station located in the Township of Parsippany Troy Hills.
- B. The Borough of Butler reserves the right to designate another disposal facility. The Borough of Butler will assume all additional costs or benefits that are associated with such designation, except that the Borough may designate another site within a thirty (30) mile radius of the Borough of Butler without additional cost or benefit to the Borough of Butler.
- C. All designated recyclable and vegetative waste materials collected under this contract shall be transported to market or disposal site as defined by the alternative as provided herein with the bidder to provide the Borough with disposal receipts.

5.7. VEHICLES AND EQUIPMENT

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

- B. All collection trucks shall be compaction types, completely enclosed and water tight. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.
- C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.
- D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.
- E. **Each truck shall have at least one broom and shovel to clean up debris that may be spilled or otherwise scattered during the process of collection. Failure by the Contractor to clean up debris left behind as a result of the collection process can result in cleanup by the Borough of Butler at the Contractors expense.**

5.8. NAME ON VEHICLES

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

5.9. TELEPHONE FACILITIES AND EQUIPMENT

- A. The Contractor must provide and maintain an office within reasonable proximity of the Borough of Butler with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service. Telephone service shall be maintained on all collection days, between the hours of 8:00 A.M. and 5:00 P.M. Butler residents will be provided with the contractors phone number to handle collection issues.

5.10. FAILURE TO COLLECT

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

- B. Failure to provide pickup on a regularly scheduled day without authorization from the Contract Administrator shall result in non-payment for that scheduled collection. This shall be determined by prorating the monthly collection fee by the number of scheduled days in that month. Continued failure to meet collection schedules can result in termination of the contract by the Borough of Butler.

5.11. COMPLAINTS

- A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint log shall be available for inspection by the Borough of Butler.
- B. The Contractor shall submit a copy of all complaints received and the action taken to the Borough of Butler by the 10th day of the month following the receipt of the complaint.
- C. **The Contractor must contact the Contract Administrator before the trucks leave the Borough of Butler on any collection day.** This will allow for daily complaints to be addressed before the trucks leave Butler. Failure to contact the Contract Administrator can result in a truck being required to be sent back to Butler to correct any complaints. Should contractor fail to attend to all complaints in a manner consistent in 5.11A above, Contractor shall pay to Borough \$500.00 in liquidated damages per occurrence of such failure.

5.12. SOLICITATION OF GRATUITIES

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

5.13. INVOICE AND PAYMENT PROCEDURE

- A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.
 - 1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough of Butler for the preceding calendar month (the "Billing Month").
- B. The Borough of Butler shall pay all invoices within sixty (60) days of receipt. The Borough of Butler will not be obligated to pay a defective invoice until the defect is cured by the

Contractor. The Borough of Butler shall have thirty (30) days from the date of receipt of the corrected invoice to make payment.

- C. Since the Borough of Butler will pay the costs of disposal, the disposal facility will bill the Borough of Butler directly for all costs (including taxes and surcharges).

5.14. COMPETENCE OF EMPLOYEES

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

5.15. SUPERVISION OF EMPLOYEES

- A. The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Contract Administrator, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes.
- B. Safety and Protection - The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby;
 - b. Property within the Borough including trees, shrubs, lawns, walk, pavements, roadways, structures and utilities, which in the event of damage by the Contractor shall be made whole by the Contractor at his expense in a time limit approved by the Borough Administrator.
 - c. The Contractor shall designate a responsible member of his organization whose duty shall be the prevention of accidents. This person shall be designated in writing by the Contractor to the Borough.

5.16. INSURANCE REQUIREMENTS

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

5.17. CERTIFICATES

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

5.18. INDEMNIFICATION

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

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

- ___ 6.1. Proof of Affirmative Action Compliance.
- ___ 6.2. Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- ___ 6.3. Statement of bidder's qualifications, experience and financial ability.
- ___ 6.4. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough of Butler.
- ___ 6.5. Stockholder statement of ownership.
- ___ 6.6. Non-collusion affidavit.
- ___ 6.7. Consent of surety.
- ___ 6.8. Proposal.
- ___ 6.9. Certificate Regarding Investment Activities in Iran in accordance with N.J.S.A. 52:32-58
- ___ 6.10. Business Registration Certificate (BRC) issued by the New Jersey Division of Revenue (Required at the time of contract signing for successful bidder)

Name of Firm or Individual

Title

Signature

Date

6.2. AFFIRMATIVE ACTION REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS P.L. 1975, C. 127 (N.J.A.C 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1.A Photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2.A photocopy of Approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract that meets or exceeds the Public Agency bidding threshold of \$17,500.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C.127.

The following questions **MUST** be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES_____ NO_____

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES_____ NO_____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY:_____ SIGNATURE:_____

TITLE:_____

Note: A contractor's bid must be must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

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

Name _____
Complete Address _____

Telephone Number _____
Certificate Number _____
Date _____

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

6.4. STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

Project Name

STATE OF NEW JERSEY)
COUNTY OF) SS:

I, _____ (name of affiant), am the _____
(identify relationship to bidder, owner, partner, president, or other corporate officer) of the
_____ (name of bidder), and being duly sworn, I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Mayor and Council of the Borough of Butler to award to _____ the contract for solid waste collection [and recycling] services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the Borough of Butler will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.
4. I also understand and agree that the Mayor and Council of the Borough of Butler may reject the bid proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the Borough of Butler, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough of Butler with any information necessary to verify the answers given.

Name of Firm or Individual

Title

Signature

Date

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

Notary Public of _____

My Commission expires _____, 20____.

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

QUESTIONNAIRE

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

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

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

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

3. Has the bidder failed to perform any contract awarded to it by the Borough of Butler under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

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

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

-
6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
- a. Name of contracting unit;
 - b. Approximate population of contracting unit;
 - c. Term of contract from to;
 - d. How were materials collected?
 - e. Give location of disposal site or sites and methods used in the disposal of solid waste;
 - f. Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
7. Identify all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies. (attach list)
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. (attach list)
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
- _____
- _____
- _____
- _____
11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
- _____
- _____

-
12. List the name and address of three credit or bank references.

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

14. Additional remarks.

6.4. BID GUARANTY

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned,
_____, as Principal, and
_____, as Surety, are, hereby, held and firmly bound unto
the Borough of Butler as OWNER in the penal sum of _____ (\$_____) for the payment of which, well and truly to be made, we, hereby, jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the Borough of Butler a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Solid Waste and Recyclable Materials Collection Service for the Borough of Butler.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND, for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By: _____

6.5. STOCKHOLDER STATEMENT OF OWNERSHIP

STATEMENT OF OWNERSHIP

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement of ownership. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. If none, indicate none.

NAME

ADDRESS

Signature of Bidder

Date

6.6. NON-COLLUSION AFFIDAVIT

Project Name

STATE OF NEW JERSEY)
COUNTY OF) SS:

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

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

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

Name of Firm or Individual

Title

Signature

Date

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

Notary Public of

My Commission expires _____, 20____.

6.7. CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENT, that _____ a corporation of the State of _____ having its principal office at _____ (a) surety company(ies) qualified to do business in the State of New Jersey, in consideration of the premises and of One Dollar to it (them) in hand paid by the Owner of other goods and valuable consideration, the receipt whereof is hereby acknowledged, do(es) consent, and agree, that if the Contract for which the preceding Bid or Proposal is made be awarded to the person or persons making the same, it (they) will, upon the award of such Contract, become security first, for the full and faithful performance of said work, including guarantee for one (1) year, secondly, for the protection of all persons performing or furnishing labor or materials for performance of said Contract in the form required Chapter 2A:44-143 et seq. R.S. 1937 and the amendments thereof and supplements thereto the Performance Bond and the labor and material obligations each to be in amount equal to 100 percent of the Contract price, and each to be conditioned so as to indemnify the Owner against loss due to failure of the Contractor to meet the stipulations of Respective Bonds, and if the said person or persons shall omit or refuse to execute such Contract and give the proper security within two (2) days after written notice that the same is ready for execution, if so awarded, and if the sum, which the owner may be obligated to pay to the person or persons by whom the Contract shall be finally executed, exceeds the sum to which the person or persons making this Bid or Proposal would be entitled, then the said Surety Company or Companies will pay, without proof of notice or demand, to the Owner the amount of any such excess, the sums in each case to be calculated upon the estimated quantities of work, labor and materials by which the Bids are tested.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its _____ and its corporate seal affixed and duly attested by its Secretary, this _____ day of _____ A.D. 20____.

(Corporate Seal of Company)

Name of Company

Attest:

Secretary

President

NOTICE: The above agreement must be executed under the corporate seal of the Surety Company, attested by its Secretary, and signed by its President or proper officer in the manner prescribed by the Laws of New Jersey. (Surety Company's own form is accepted if in substantial compliance with this form).

6.8. PROPOSAL

Borough of Butler, One Ace Road, Butler, New Jersey 07405

Bid For Collection, Removal And Disposal Of Solid Waste And Bulk Waste And Recyclables

To the Borough of Butler, County of Morris, State of New Jersey:

The undersigned hereby declare(s) that he has carefully examined the advertisement, general instructions and specifications for the above service and that he will contract to furnish and deliver, as directed, the services herein specified in Section 5B and delineated at the prices below:

A. TWICE A WEEK COLLECTION - SOLID WASTE (MODE I) (GARBAGE)

Curbside Collection service two days per week, January through December. Each curbside collection point will be allowed three thirty five gallon or equivalent containers each collection day. Collection costs shall be all inclusive except disposal fees. Disposal fees will be paid by the Borough of Butler directly to the Morris County Municipal Utility Authority. Included in bid is service to public property and private complexes as set forth in these specifications.

1 YEAR \$_____ 3 YEARS \$_____ 5 YEARS \$_____

B. DESIGNATED SINGLE STREAM RECYCLABLES (MODE II)-ONE COLLECTION PER WEEK CONTRACTOR'S MARKET (excluding vegetative waste)

Curbside Collection service one day per week, January through December. Collection to include all recyclables defined as "Single Stream" as prepared by the residents. Also, **Quarterly curbside collection of "White Goods and Metal Recyclables"** on a single collection day. **Collection costs shall be all inclusive to include transportation to bidder's market. Costs and/or revenues associated with the marketing of these materials will be the responsibility of the Contractor. The Contractor will be responsible for the proper removal of freon from "White Goods" prior to disposal, as required by the Clean Air Act.**

1 YEAR \$_____ 3 YEARS \$_____ 5 YEARS \$_____

C. DESIGNATED COMMINGLED RECYCLABLES (MODE III) -ONE COLLECTION PER WEEK ALTERNATING PAPER/COMINGLED (excluding vegetative waste)

CURBSIDE COLLECTION COMMINGLED service one day per week, January through December. Collection to include corrugated cardboard, newspaper, commingled recyclables, and mixed paper as prepared by the residents. All recyclables to be placed at the curb in the same receptacle. Paper and cardboard will be collected one week, and commingled collected on the alternate week. Also Quarterly curbside collection of "White Goods" and recyclable metals as well as monthly collection of Freon goods. **Collection costs shall be all inclusive to include transportation to bidder's market. Costs and/or revenues associated with the marketing of these materials will be the responsibility of the Contractor. The Contractor will be responsible for the proper**

removal of freon from "White Good" prior to disposal, as required by the Clean Air Act. Freon appliances shall be picked up once per month by appointment only.

1 YEAR \$ _____ 3 YEARS \$ _____ 5 YEARS \$ _____

D. DESIGNATED RECYCLABLES (Mode IV) – ONE COLLECTION PER WEEK BUYER's MARKET

Curbside Collection service one day per week, January through December. Collection to include corrugated cardboard, newspaper, commingled recyclables, and mixed paper as prepared by the residents. All recyclables to be placed at the curb. Also Quarterly curbside collection of "White Goods" and recyclable metals as well as monthly collection of Freon goods. **Collection costs shall include transportation to buyer's market. Costs and/or revenues associated with the marketing of these materials will be the responsibility of the Borough. The Contractor will be responsible for the proper removal of freon from "White Good" prior to disposal, as required by the Clean Air Act. Freon appliances shall be picked up once per month by appointment only.**

1 YEAR \$ _____ 3 YEARS \$ _____ 5 YEARS \$ _____

E. ONCE A WEEK COLLECTION - VEGETATIVE WASTE (MODE V).

Curbside collection service **EVERY MONDAY, April 1st through December 15th**, of vegetative waste to include grass, leaves, and brush as prepared by the residents. Christmas trees to be collected twice in the month of January spaced a minimum of one week apart. **Costs shall be for collection and transportation. Disposal will be paid by buyer.**

1 YEAR \$ _____ 3 YEARS \$ _____ 5 YEARS \$ _____

F. SOLID WASTE (MODE VI)(as outlined in 5.B.I above), SINGLE STREAM DESIGNATED RECYCLABLES (as outlined in 5.B.II above) AND VEGETATIVE WASTE (as outlined in 5.B.V above) COMBINED

1 YEAR \$ _____ 3 YEARS \$ _____ 5 YEARS \$ _____

G. SOLID WASTE (MODE VII) (as outlined in 5.B.I above), COMMINGLED DESIGNATED RECYCLABLES (as outlined in 5.B.III above) AND VEGETATIVE WASTE (as outlined in 5.B.V above) COMBINED

1 YEAR \$ _____ 3 YEARS \$ _____ 5 YEARS \$ _____

H. SOLID WASTE (MODE VIII) (as outlined in 5.B.I above), RECYCLABLES (as outlined in 5.B.IV above) AND VEGETATIVE WASTE (as outlined in 5.B.V above) COMBINED

1 YEAR \$ _____ 3 YEARS \$ _____ 5 YEARS \$ _____

I (we) certify that the services to be provided meet or exceed the specifications described herein and that I (we) have completely examined and understand the notice to bidders, instructions to bidders and specifications and are aware of all conditions set forth in those specifications. Deviations, if any, from specifications shall be included on the reverse side of this sheet.

Signature

Date

Type or print name above

Telephone #

6.9 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

[Required pursuant with N.J.S.A. 52-32:55 et seq.]

PART 1: CERTIFICATION

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

Pursuant to Public Law 2012, c. 25 (N.J.S.A. 52-32:55 et seq.), any person or entity (bidder) that submits a bid or proposal of otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the contracting unit determines that a bidder submits a false certification, the contracting unit shall report the name of the bidder to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59.)

PLEASE CHECK NEXT TO APPROPRIATE STATEMENT:

- ☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.
- ☐ I am unable to certify as indicated above the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department Treasury'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 assess as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate, and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries and/or affiliates, engaging in investment activities in N.J.S.A. 52:32-56(f) by completing the boxes below.

Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____

Contract Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (continued)

[Required pursuant with N.J.S.A. 52-32:55 et seq.]

- ☐ ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (*Select this if you are including additional activities*): If there are additional activities that require disclosure, please provide the description as attachments to the form, following the same format under Part 2. Please number each attachment and affix to this form.

Number of Attachments: _____

PART 3: 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 _____ (*fill in the name of the contracting unit*) is relying on the information herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the contracting unit in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the local contracting unit and that the local contracting unit, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

Bidder/Vendor: _____

Bidder/Vendor Phone Number and/or Contact Information: _____

7. CONTRACT DOCUMENTS

7.1. CONTRACT

THIS CONTRACT, made this _____ day of _____, in the year _____, by and between the Borough of Butler, a body politic and corporate of the State of New Jersey, and hereinafter called the Owner, party of the first part, and

hereinafter called the Contractor, party of the second part.

WITNESSETH, that in consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor agrees to perform all of the work described in the Contract Documents and agrees to comply with all the terms therein, for the price or prices submitted by him in his Proposal. Said prices shall be full compensation for the services to be provided, and for all losses and damages arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulty encountered in the prosecution of the work; and for all risks of any kind connected with the work, and for all expenses incurred by, or in consequence of, the work.
2. The Contractor will commence the services to be provided on the date stipulated and shall provide said services shall be provided in a continuous manner for the contract period.
3. The Contractor will furnish all of the equipment, fuel, labor and all else necessary to provide the services described herein. The Contractor shall provide said services in an expeditious, continuous, and substantial manner, to the satisfaction of the Borough.
4. The Contractor agrees to provide all of the service described in the Contract Documents and agrees to comply with all the terms therein, for the price or prices submitted by him in his Proposal. Said prices shall be full compensation for the services provided, and for all losses and damages arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulty encountered in the prosecution of the work; and for all risks of any kind connected with the work, and for all expenses incurred by, or in consequence of, the work.
5. The term "Contract Documents" means and will consist of, the Form of Advertisement; Instruction to Bidders; Proposal; Bid Bond; Form of Contract; General Conditions; Special Conditions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Drawings and/or Plans; Specifications; General Requirements; and Addenda.

6. The Contract Documents enumerated above are hereby made party of this Contract as though they were physically attached hereto, and by execution of this Contract the Contractor acknowledges that he has examined, and is familiar with the contents of the said Contract Documents.

7. The Owner will make payments to the Contractor in the manner and at such times as set forth in the Contract Documents, in such amounts as required by the Contract Documents.

8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. The Contractor herein represents that neither the Contractor nor any person owning 5% or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2A:93-2, 2A:93-6, or 2A:97-2 subsequent to September 13, 1977. This representation is made pursuant to P.L. 1977, Chapter 214.89008.

10. By execution of this Contract, the Contractor acknowledges that he has examined, and is familiar with, the site of the proposed work.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts, the day and year first above written.

Attest:

BOROUGH OF BUTLER

By:_____

Attest:

(Name of Contractor)

By:_____

If the Contractor is a corporation, the signature of the proper officers and the corporation seal shall be affixed.

7.2. PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ dollars.

(\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the performance of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term

thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number)

counterparts, each one of which shall be deemed an original,

this, the _____ day of _____, 20__.

ATTEST:

(Principal) Secretary

Principal

By: _____(s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

(Witness as to Surety)

By:_____
(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of BOND must not be prior to the date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF) SS: _____ (Project Name)

I am employed by the firm of _____ (name of bidder), the bidder submitting the Bid Proposal for the above named project, in the capacity of _____ (title of affiant), and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

Title

Date

My Commission expires _____.

ATTACHMENT #1

Procurement and Service Contract--Mandatory Language

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT #2
Borough of Butler
MUNICIPAL DATA**

RESIDENTIAL SOURCES:

Residential Homes: 2430
Condominium Complexes: 6
 Rocky Hill
 Cambridge Heights
 Argonne Woods
 Riverplace
 Ledgewood Village (Regular residential pickup)
 The Woodlands (Regular residential pickup)
Apartment Complexes: 2
 Butler Ridge
 Butler Arms

Containers: Please see section 5.5D of the specification for apartment complexes and condominiums. All residential locations are allowed two 35 gallon cans per pickup day as well as bulk pickup once per week. Unless specified differently in Section 5.5D, Condominium complexes are picked up curbside the same as residential residences.

COMMERCIAL SOURCES:

Total: Approximately 55
Businesses (Main Street): Curbside pickup per the regular residential specifications

Containers: Same as residential specifications

INSTITUTIONAL SOURCES:

Schools:
 Aaron Decker School
 Richard Butler School
 Butler High School
Total: 3

Containers: Please see section 5.5D of the specification for location and sizes of containers to be supplied

MUNICIPAL SOURCES:

Municipal buildings: 7
 Municipal Building
 Public Works Building
 Public Safety Building
 Carey Ave. Firehouse
 Bartholdi Ave. Firehouse (picked up the same as residential specifications. No dumpster)
 Stonybrook Lake
 Recreation Center

Litter baskets on Main Street: 8

Containers: Please see section 5.5D of the specification for location and sizes of containers to be supplied

POPULATION: Approximately 7590 residents with very little opportunity for population growth

AREA: 1.8 square miles

TOTAL ROAD MILES: 13 miles

STATE: 1 mile

COUNTY: 1.5 miles

LOCAL: 10.5 miles

TONNAGE REPORT:

Solid Waste:

2022: 1,892.03 tons (through July)
2021: 3,425.14 tons
2020: 3,334.06 tons
2019: 3,177.73 tons
2018: 3,177.01 tons

Recyclable Materials: (If included in the bid proposal)

Listed below are the recycling numbers reported as picked up under the terms of this contract.

2021: 816.4 tons
2020: 800.8 tons
2019: 917.66 tons
2018: 892.4 tons

In addition, approximately 1000 tons of yard waste is collected each year.

NOTE: The information contained in this municipal data sheet may be based on estimates and/or information provided by sources outside of the Borough and as such the Borough 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 the required inspection.