

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

- ☒ 6.2. 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.
- ☒ 6.3. 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 Township of Little Falls.
- ☒ 6.5. Stockholder statement of ownership.
- ☒ 6.6. Non-collusion affidavit.
- ☒ 6.7. Consent of surety.
- ☒ 6.8. Proposal.
- ☒ 6.9. New Jersey Business Registration Certificate.
- ☒ 6.10. List of Vehicles with registrations to be used in the Township of Little Falls.
- ☒ 6.11. List of Employees with copies of valid NJ Drivers licenses who will operate in the Township of Little Falls as described in section 5.14.
- ☒ 6.12. Certification of Paid Disposal Fees as described in section 5.19.

<u>F. Basso Tr Rubrick Removal Inc.</u>	<u>President</u>
Name of Firm or Individual	Title
<u>[Signature]</u>	<u>2/14/23</u>
Signature	Date

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

Name F. Basso, Jr Rubbish Removal, Inc

Complete Address 900 Passaic Ave
E. Newark, N.J 07029

Telephone Number 973 483 1671

Certificate Number SW0289

Date 1/15/99

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 Essex)

SS: [PROJECT NAME]

Solid waste and Recyclable materials collection and disposal

I, Fredrick Basso Jr am the President

F. Basso Jr Rubbish Removal Inc [NAME OF AFFIANT] [IDENTIFY RELATIONSHIP TO

BIDDER: OWNER, PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER] of the

Fredrick Basso Jr, and being duly sworn, I depose and say:
[NAME OF BIDDER]

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

3. I understand and agree that the Township of Little Falls 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 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 Township of Little Falls, 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 Township of Little Falls with any information necessary to verify the answers given.

F. Basso Tr Rubbish Removal Inc
Name of Firm or Individual

Title

President

[Signature]
Signature

Date

2/14/23

Subscribed and sworn to before me this

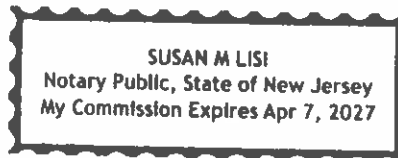
14th day of February 2023.

Notary Public of

My Commission expires April 7, 2027.

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.

[Signature]



QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the Township of Little Falls. 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?

57 years

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

None

3. Has the bidder failed to perform any contract awarded to it by the Mayor and Council 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.

no

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

no

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.

See attachment #1

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;

See attachment #3

(b) Approximate population of contracting unit;

(c) Term of contract from to ;

- (d) How were materials collected?
- (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
- (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
See attachment # 4 Bidder owns all necessary equipment.
8. Where can this equipment described above be inspected?
55-93 South 20th St. Irvington N.J. 07111
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.
N/A
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.
N/A
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.
N/A
12. List the name and address of three credit or bank references.
See attachment # 5
13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection, and a financial statement for the most recent two year period (calendar or fiscal).
attached
14. Additional remarks. (Add pages if necessary)

6.4 BID GUARANTY

A 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 Township of Little Falls must accompany the Bidders Submission.

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

TOWNSHIP OF LITTLE FALLS

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: F. Basso Jr Rubbish Removal Inc.

Organization Address: 55-93 S 20th St Irvington, N.J. 07111

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
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Frederick Basso Jr 100%	owner / President

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

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Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Frederick Basso Jr	Title:	President
Signature:	<i>Frederick Basso Jr</i>	Date:	2/14/23

6.6

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF Essex

} Solid Waste and Recyclable Material Collection and Disposal
 } s.s.: [PROJECT NAME] Township of Little Falls

I, Frederick Basso Jr of the City of Cedar Grove in the
 [NAME OF AFFIANT]
 State (Commonwealth) of New Jersey, being of full age and duly sworn
 according to law, on my oath depose and say that:

I am employed by the firm of F. Basso Jr. Rubick Removal Inc, the bidder submitting
 [NAME OF BIDDER]
 the Bid Proposal for the above named project, in the capacity of
President, and I have executed the Bid Proposal with full

[TITLE OF AFFIANT]

authority to do so. Further, 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;

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

I further warrant that no person or selling business is employed or retained to solicit or secure the contract in exchange for a commission, percentage broker agreement or contingency fee, unless that person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N>J>A>C>7:26-16 et seq.

Frederick Basso Jr
[NAME OF BIDDER]

Name of Firm or Individual

F. Basso Jr Rubbish Removal Inc

Signature

Title

President
2/14/23

Date

Subscribed and sworn to before me this

14th day of February 2024.

Notary Public of

My Commission expires April 7, 2027.

Susan M Lisi

SUSAN M LISI
Notary Public, State of New Jersey
My Commission Expires Apr 7, 2027

6.7 CONSENT OF SURETY

Each proposal shall be accompanied by a consent of surety from an approved surety company that is licensed to conduct business in the State of New Jersey; and the letter shall state that the surety therein mentioned agrees to furnish the required Performance Bond which is made a condition of the awarding of this contract.

6.8 PROPOSAL

Proposal for SOLID WASTE AND RECYCLABLE MATERIALS

COLLECTION and DISPOSAL SERVICE COMMENCING January 1, 2018

[NAME OF THE CONTRACTING UNIT]:

I or We Frederick Basso Jr.

of F. Basso Jr Rubbish Removal Inc.

55-93 S 20th St

[COMPLETE ADDRESS]

Irvington N.J. 07111

[CITY, STATE, ZIP]

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

NOTE:

Bidders are required to sign all Option Proposal sheets.

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

Frederick Basso Jr.

Signature

Affix seal if a corporation.

President

Title

6.8.1 PROPOSED Alternate#1- Solid Waste (Type 10 and 13) Collection and Disposal (proposal for one year)

The undersigned will contract to do all the work and furnish all the materials,, labor, equipment, etc. necessary to carry out the intent of these specifications for solid waste collections and disposal and the Township of Little Falls as described in Section 5 for the period COMMENCING January 1, 2018 AND TERMINATING December 31, 2018. (BOTH DATES INCLUSIVE) for:

Solid waste

Year 1 \$ 603,200.00

Total \$ 603,200.00

Waste Directed to:

Covanta Newark.

Disposal Costs

F. Basso Tr Rubbish Inc

Name of Firm or Individual

James Burr
Signature

Rate per ton \$88.00 /ton

Title president

Date 2/14/23

6.8.2 PROPOSED Alternate #1- Mandated Recyclable Collection and Transportation to the Recycling Facility

(Proposal for one year)

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications for Mandated Recyclable Collections and Transportation to the Recycling Facility as described in Section 5 for the period COMMENCING January 1, 2018 AND TERMINATING December 31, 2018. (BOTH DATES INCLUSIVE) for:

Mandated
Recyclables
Collected
Once per week
As scheduled

Year 1 \$ 150,800.00
Total \$ 150,800.00

Recycling Directed to:

To be determined

F. Basso Jr Rubbick Inc
Name of Firm or Individual
Frank Basso Jr.
Signature

Title President
Date 2/14/23

6.8.3 PROPOSED Alternate #2- Solid Waste (Type 10 and 13) Collection and Disposal (proposal for three years)

The undersigned will contract to do all the work and furnish all the materials,, labor, equipment, etc. necessary to carry out the intent of these specifications for solid waste collections and disposal and the Township of Little Falls as described in Section 5 for the period COMMENCING January 1, 2018 AND TERMINATING December 31, 2020. (BOTH DATES INCLUSIVE) for:

Solid waste

Year 1	\$ <u>603,200.00</u>
Year 2	\$ <u>609,200.00</u>
Year 3	\$ <u>615,000.00</u>
Total	\$ <u>1,827,400.00</u>

Waste Directed to:

Covanta Newark

Disposal Costs

F. Basso Tr Rubbick Inc
Name of Firm or Individual
Frank Basso
Signature

Rate per ton

Title President
Date 2/14/23

Rate per ton
year 1 \$88.00
year 2 \$92.00
year 3 \$94.00

6.8.4 PROPOSED Alternate #2- Mandated Recyclable Collection and Transportation to the Recycling Facility (proposal for three years)

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications for Mandated Recyclable Collections and Transportation to the Recycling Facility as described in Section 5 for the period COMMENCING January 1, 2018 AND TERMINATING December 31, 2020. (BOTH DATES INCLUSIVE) for:

Mandated
Recyclables
Collected
Once per week
As scheduled

Year 1	\$ <u>150,800.00</u>
Year 2	\$ <u>156,800.00</u>
Year 3	\$ <u>162,800.00</u>
Total	\$ <u>470,400.00</u>

Recycling Directed to:

To be determined

F. Basso Tr Rubbick Inc,
Name of Firm or Individual
Paul Basso
Signature

Title President
Date 2/14/23

6.8.5 PROPOSED Alternate #3- Solid Waste (Type 10 and 13) Collection and Disposal (proposal for five years)

The undersigned will contract to do all the work and furnish all the materials,, labor, equipment, etc. necessary to carry out the intent of these specifications for solid waste collections and disposal and the Township of Little Falls as described in Section 5 for the period COMMENCING January 1, 2018 AND TERMINATING December 31,2022. (BOTH DATES INCLUSIVE) for:

Solid waste

Year 1	\$ <u>603,200.00</u>
Year 2	\$ <u>609,200.00</u>
Year 3	\$ <u>615,200.00</u>
Year 4	\$ <u>625,000.00</u>
Year 5	\$ <u>629,000.00</u>
Total	\$ <u>3,081,600.00</u>

Waste Directed to:

Ciaventa Newark

Disposal Costs

Rate per ton

F. Bassu Jr Rubble & Inc.

Name of Firm or Individual

Fred Bassu Jr.
Signature

Title

president

Date

2/14/23

Rate per ton

Year 1	\$ <u>88.00</u>
Year 2	\$ <u>92.00</u>
Year 3	\$ <u>94.00</u>
Year 4	\$ <u>95.00</u>
Year 5	\$ <u>95.00</u>

6.8.6 PROPOSED Alternate #3- Mandated Recyclable Collection and Transportation to the Recycling Facility (proposal for five years)

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications for Mandated Recyclable Collections and Transportation to the Recycling Facility as described in Section 5 for the period COMMENCING January 1, 2018 AND TERMINATING December 31, 2022. (BOTH DATES INCLUSIVE) for:

Mandated
Recyclables
Collected
Once per week
As scheduled

Year 1	\$ <u>150,800.00</u>
Year 2	\$ <u>156,800.00</u>
Year 3	\$ <u>162,800.00</u>
Year 4	\$ <u>172,800.00</u>
Year 5	\$ <u>176,800.00</u>
Total	\$ <u>820,000.00</u>

Recycling Directed to:

To be determined

F. Basso Jr Rubbach Inc

Name of Firm or Individual

Paul Basso Jr

Signature

Title president

Date 2/14/23

6.9 Provide copy of Your Valid New Jersey Business Registration Certificate and
Federal W-9 form

Prior to the execution of the service contract, the successful bidder will be required to furnish a bond for the faithful performance of the contract, effective for the full term of the contract, in an amount equal to the total contract price for the entire contract period. Said bond may be reduced by an appropriate percentage of said amount during the succeeding contract years in the case of a multi-year contract.

Agents of bonding companies which write bonds for the performance of this contract shall furnish the necessary power of attorney, bearing the seal of the company, and evidencing such agent's authority to execute the particular type of bond to be furnished as well as the right of the surety company to do business in the State of New Jersey.

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT: Solid waste and recyclable materials collection and disposal.
STATE OF NEW JERSEY)
COUNTY OF Essex) SS: [PROJECT NAME]

I, Frederick Basso Jr, am the President
(NAME OF AFFIANT)

[IDENTIFY RELATIONSHIP TO BIDDER: OWNER, PARTNER, PRESIDENT, OR OTHER]
Frederick Basso Jr of the F. Basso Jr Rubbish Inc, and being duly
CORPORATE OFFICER [NAME OF BIDDER]

Sworn I depose and say:

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

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

F. Basso Jr Rubbish Inc
Name of Firm or Individual

2/14/23
Date

[Signature]
Signature

President
Title

Subscribed and sworn to before me this
14th day of February 2023.

Notary Public of
My Commission expires April 7, 2027.

Susan M Lisi

SUSAN M LISI
Notary Public, State of New Jersey
My Commission Expires Apr 7, 2027

7.4 CERTIFICATE OF INSURANCE

INDEMNIFICATION OF TOWNSHIP: The successful bidder (Contractor) shall indemnify and save the Township of Little Falls harmless from and against all suits, claims, actions, or judgments for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective material, furnished and delivered under the contract to be awarded hereunder, or by reason of any operation performed under this agreement.

WORKERS COMPENSATION: The contractor shall immediately, upon notification that it has been designated as the successful bidder, take out and subsequently maintain Workers Compensation Insurance with an insurance carrier acceptable to the Township of Little Falls in order to fully protect both the contractor's employees and the Township of Little Falls as required by existing law, and contractor shall make the necessary adjustments to such coverage in order to conform with any subsequent changes in said law which may occur during the term of service contract.

INSURANCE: Contractor shall take out and maintain during the term of the service contract, at contractor's own expense, the following policies of insurance:

A. Public liability insurance for both Bodily Injury and Property Damage;

B. Automobile Insurance with respect to both Personal Injuries and Property Damage;

The aforementioned policies of insurance, which shall be maintained in amounts to be hereinafter set forth, shall be specifically designed to protect the Township of Little Falls from all claims and damages, including wrongful death claims, of any kind or nature whatsoever, which may arise from the operation of the contractor in the performance of the service contract; whether such operations be controlled by the contractor or by

someone either directly or indirectly employed by the contractor for the purpose of accomplishing some obligation incumbent upon the contractor by the terms of the service contract.

All of the insurance policies herein mentioned, including the Workers Compensation Policy, shall be written with companies acceptable to the Township of Little Falls and authorized to do business in the State of New Jersey and shall be obtained and properly endorsed to the Township before any operations of the contractor are commenced within the Township of Little Falls; and said policies shall remain in full force and effect until the expiration of the term of the service contract or the completion of all duties to be performed hereunder by the contractor, whichever shall occur later. The contractor shall likewise deposit with the Township either the original policies of insurance herein mentioned, or true and legible copies thereof.

Each and every policy of insurance herein mentioned, including the Workers Compensation Policy, and required pursuant to the terms of the service contract, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Township of Little Falls at least thirty (30) days prior to the effective date of any such modification, alteration or cancellation.

It shall be the responsibility of the contractor in obtaining the aforesaid insurance coverage to obtain policies which shall protect the Township of Little Falls from any and all claims, whatsoever their nature, regardless of whether the same are directed toward the recovery of damages for either personal injuries or property damage or any other element of damages which may be incident to the same. This insurance coverage shall likewise extend to and include, all direct and indirect employees of the contractor and shall include policies or liability insurance on all vehicle and equipment utilized or in any way connected with the services to be rendered by the contractor pursuant to the terms of the service contract. In this regard

contractor will provide Township with a written up-dated schedule of vehicles and equipment which it intends to dedicate for the purposes herein. The said schedule shall be updated in accordance with any changes made by contractor.

The amounts of the aforesaid insurance coverage shall be as follows:

A. Comprehensive General Liability minimum policy limits of \$1,000,000.00. Combined single limit. Policy is Standard Form, to include the Occurrence Clause and must include contractor's protective liability coverage, completed operations and the Comprehensive General Liability Broadening Endorsement (Form GL0404) or equivalent. Certificate must confirm property damage liability coverage for explosion, collapse and underground damage, if your work is subject to these hazards (XCU Coverage). Policy to be endorsed to make the Township of Little Falls an additional insured.

B. Automobile Liability covering all owned, non-owned, and hired vehicles. Minimum policy limit of: \$1,000,000.00 combined single limit. Policy to be endorsed to make the Township of Little Falls an additional insured.

C. Umbrella liability minimum policy limit of: \$5,000,000.00 per occurrence and \$5,000,000.00 annual aggregate. Policy to be endorsed to make the Township of Little Falls an additional insured.

D. Property Insurance the contractor is required to insure his own property. The Township of Little Falls will not provide any insurance on contractor's property.

E. The contractor agrees that it will defend, indemnify and save harmless the Township of Little Falls, its officials, 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 damage to property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.

F. Subcontractors - No subcontractor is allowed to participate in this contract unless approved by the Township and if approved must fully comply with the same insurance requirements applicable to the contractor.

Before the contractor shall be permitted to commence the work described in this contract, he shall furnish the Township of Little Falls with the certificate of insurance from his insurance carrier certifying that the coverage's specified above are in effect.

The certificates of insurance shall contain a clause stating that "The Township of Little Falls", is to be notified at least thirty (30) days prior to cancellation of/or material change in this policy.

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF Essex

} Solid Waste and Recyclable Materials
Collection and disposal
s.s.: [PROJECT NAME]

I, Frederick Basso Jr., of the City of Cedar Grove in
[NAME OF AFFIANT]
the State [Commonwealth] of New Jersey being of full age and duly
sworn according to law, on my oath depose and say that:

I am employed by the firm of F. Basso Jr Rubbish Inc the bidder
(Name of Bidder)
submitting the Bid Proposal for the above named project, in the capacity of
President, and I have executed the Bid Proposal with full
(Title or Affiant)
authority to do so. Further, the bidder will comply with the provisions of
N.J.A.C 17:27-7.4 and N.J.A.C 17:27-3.2, 7.3, 10.7, 10.8, 10.10 and 12.1
(Affirmative Action Program Rules and NJSA 10:5-31 et.seq).

F. Basso Jr Rubbish Inc

Name of Firm or Individual

F. Basso Jr

Signature

President

Title

2/14/23

Date

Subscribed and sworn to before me this
14th day of February 20 23.

Notary Public of
My Commission expires April 7th, 20 27.

Susan M Lisi

SUSAN M LISI
Notary Public, State of New Jersey
My Commission Expires Apr 7, 2027

ATTACHMENT #1

Procurement and Service Contract - Mandatory Language

N.J.A.C. CHAPTER 17 and NJSA 10:5-31 et. Seq
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, 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, 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, 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, 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, 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**Township of Little Falls - Estimated MUNICIPAL DATA**RESIDENTIAL SOURCES: (Approx.) UNITS

Single family	2750
Multi-family	225
Apartment/Condominiums/Townhouses	<u>1500</u>
Total	4525

COMMERCIAL SOURCES : (including business)

Total	120 + or -
Dumpsters	3

Institutional Sources:

Schools	4
---------	---

Municipal Sources:

Township buildings	7
Litter baskets	40
(OTHER)	9

(Dumpster sizes are approximate, contractor to confirm)

<u>Municipal Facilities</u>	<u>Number</u>	<u>Size</u>	<u>Pick up</u>
Municipal Building	1	3-yard	twice per week
Civic Center	1	4-yard	twice per week
Recreation Center	1	3-yard	twice per week
Singac Fire Co. 3	1	3-yard	twice per week
Eagle Hose Co. 1	1	2-yard	twice per week
Public Works Yard	1	6-yard	four times per week
Recycling Center	1	8-yard	four times per week

Institutional Facilities

School One	1	8-yard	twice per week
School Two	1	8-yard	twice per week
School Three	1	8-yard	twice per week
Banyan School	1	10-yard	twice per week

All Schools shall be picked up by no later than 7:00 AMApartment/Condominiums/Townhouses

86 Newark Pompton Turnpike	1-	3 yd. dumpster
141 Newark Pompton Turnpike	1-	3 yd. dumpster
Main Union Associates	2-	4 yd. dumpster
Brownstone Inc.	3-	4 yd. dumpster
Park Falls Associates LLC, etals	3-	6 yd. dumpsters
	1-	8 yd. dumpster
Great Notch Village (Rustic Ridge)	2-	6 yd. dumpsters
	3-	4 yd. dumpsters
	1-	3 yd. dumpster
Hilltop Manor	2-	4 yd. dumpsters
	2-	6 yd. dumpsters
Colonial Hill	3-	6 yd. dumpsters
	1-	8 yd. dumpster
	1-	10 yd. dumpster
Inwood Coop.	13-	6 yd. dumpsters
The Mill	2-	6 yd. dumpsters
Tulip Crescent	5-	4yd. dumpsters
The Parke Townhouses-In Cans	102 Units-Collected on Harvest Way	
The Abbey-In Cans	50 Units	
Autumn Point- In Cans	24 Units	

Commercial Sources

Farnese Plaza	1- 5 yd. dumpster
	1- 3 yd. dumpster
3-9 Paterson Ave	1- 3 yd. dumpster
American Legion Post 108	1- 2 yd. dumpster

All dumpsters are to be picked up twice per week, unless noted.

If the scheduled pickup should occur on a holiday or during a day when garbage is not picked up due to severe weather, than the dumpsters will be picked up on the next regular calendar day.

All dumpsters are for Solid Waste, none are for Recycling

"Roll-off containers"

Contractor is to provide the Township with the following roll-off containers to be placed at the Public Works Yard. Public Works will call for pickups as needed. Pickup request could occur once per month. There is no additional charge for this service. This is all part of the contract.

Public Works Yard	1	30-yard roll-off (garbage)
	1	20-yard roll-off (street sweepings)

POPULATION: The population of the Township of Little Falls has been very stable, growing approximately by 25 residents per year. This relates to an average of 5 to 8 new homes built each year. It is anticipated that single family construction will continue at this rate for the term of the new solid waste collection contract. There are several homes slated to be demolished under the FEMA flood-buyout program over the next couple of years (20 to 50 homes). There also several new projects that are slated to be built which could impact the pickup of garbage and recycling.

AREA: Approx. 3 Square Miles

TOTAL ROAD MILES: Approx. 35 Road miles: Local and County Roads

TONNAGE REPORT Est. (2022) Municipal Collections:

Solid Waste:	
Type 10	5468.00
Type 13 (although ticketed as type 10	60.00
Total	5528.00

Recyclable Materials: Est.

<u>Materials</u>	<u>Tonnage</u>
Mixed Paper and Cardboard	345.00
Commingled Glass, Plastics, Tin & Bi-metal and Alum cans	340.00

THE SERVICE INSURANCE COMPANY, INC.
(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV)
(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)
Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.)
Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)
80 Main Street, Suite 330
West Orange, New Jersey 07052
Telephone: (973) 731-7650 - Fax: (973) 731-7889

BOND NO.: 55827

BID BOND

**DESCRIPTION OF CONTRACT TO WHICH BID PERTAINS:
SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION AND DISPOSAL
SERVICE - 5 YEAR CONTRACT**

KNOW ALL MEN BY THESE PRESENTS that we, **F. BASSO JR. RUBBISH REMOVAL, INC.**, as principal, and hereinafter referred to as "Principal", and **THE SERVICE INSURANCE COMPANY, INC.**, a corporation duly organized pursuant to the laws of the State of New Jersey, and authorized to transact business as a surety in the State of NJ, as surety, and hereinafter referred to as "Surety", are held and firmly bound unto **TOWNSHIP OF LITTLE FALLS**, as obligee, and hereinafter referred to as "Obligee", in the sum of **10% of the "Amount of Bid" or TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00)**, for the payment of which sum Principal and Surety bind ourselves and our respective heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

WHEREAS, Principal as submitted a bid to Obligee in the amount stated above for the described contract (hereinafter referred to as the "Bid");

NOW, THEREFORE, if Obligee shall accept the Bid within the period specified for acceptance thereof (and, if no period is specified, then within 60 days of the date of the Bid) and (a) Principal and Obligee thereafter enter into a contract strictly in accordance with the terms and conditions of the Bid, and Principal provides the performance and payment bonds that it is required to provide pursuant to the Bid (if any), or (b) Obligee is ready, willing, and able to enter into a contract with Principal strictly in accordance with the terms and conditions of the Bid, and Principal, without justification, fails or refuses to enter into such a contract or, without justification, fails or refuses to provide the performance and payment bonds that it is required to provide pursuant to the Bid, and Principal pays to Obligee the penalty specified in the Bid, up to the penal sum of this Bond as stated above, as a result thereof, or (c) Obligee is not ready, willing, or able to enter into a contract with Principal strictly in accordance with the terms and conditions of the Bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

**TOWNSHIP OF LITTLE FALLS
UNIFORM BID SPECIFICATIONS**

**SOLID WASTE
AND RECYCLABLE MATERIALS
COLLECTION and DISPOSAL SERVICE**

**BID DATE
February 15, 2023**

TOWNSHIP OF LITTLE FALLS
COUNTY OF PASSAIC, STATE OF NEW JERSEY
BID NOTICE

NOTICE is hereby given that sealed bids will be received by the Township Clerk of the Township of Little Falls, State of New Jersey located at 225 Main Street, Little Falls, New Jersey on the February 15, 2023 at 10:00 a.m. at the Municipal Council Chambers, Little Falls, or as soon thereafter as may be reached, for the Collection and Disposal of Solid Waste and Mandated Recyclables in accordance with the Specifications and Information to Bidders prepared by the Township of Little Falls.

No bids shall be received other than at the time and place herein designated for their receipt, unless mailed to the Township Clerk for receipt at the designated time and place.

Information to Bidders, Form of Proposal, and Specifications may be examined and obtained at the Little Falls Municipal Building, 225 Main Street, Little Falls, New Jersey during regular business hours.

A certified check, cashier's check or bid bond in the amount of TEN PERCENT (10%) of the amount provided that said check or bid bond need not be more than Twenty Thousand [\$20,000.00] Dollars) must be submitted with the each bid with a guaranty that if a contract is awarded, the bidder shall execute said contract.

Bidders are required to comply with the requirements of N.J.A.C 17:27-7.4 and N.J.A.C 17:27-3(Affirmative Action) et.seq).

Each successful bidder shall be required to comply with all of the provisions of New Jersey prevailing local wage rates, as determined by the New Jersey Department of Labor and Industry.

Each successful bidder shall be required to submit a Performance Bond in a sum equal to ONE HUNDRED PERCENT (100%) of the full amount of the contract awarded in accordance with current law.

Such Performance Bond must be furnished by each successful bidder simultaneously with the delivery of the executed contract by such bidder. Further and at the same time, each successful bidder must furnish the Policies or Certificates of Insurance required by the Contract Documents.

BY ORDER OF THE
Governing Body of the
Township of Little Falls

Cynthia Kraus Township Clerk, Township of Little Falls

APPENDIX A

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**TOWNSHIP OF LITTLE FALLS
UNIFORM BID SPECIFICATIONS**

2023

**SOLID WASTE
AND RECYCLABLE MATERIALS
COLLECTION and DISPOSAL SERVICE**

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Township of Little Falls is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for periods of 1 to 5 year(s), to commence on March 1, 2023 in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

1.2 CHANGES TO THE BID SPECIFICATIONS

All challenges to the bid specifications must be made no later than three days prior to the bid opening. All challenges must be made in writing to the Township Clerk via certified mail. Accepted challenges may result in a delayed opening.

Notice of revisions or addenda to advertisements or bid documents relating to bids, made by the Township of Little Falls will, made no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, and be published in North Jersey Herald and News, Jersey City New Jersey, and in the Star Ledger, Newark New Jersey.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Township Administrator at the Township Hall 225 Main Street Little Falls New Jersey. Bids must be delivered by hand or by mail to the Township Clerk no later than 10:00AM prevailing time on **February 15, 2023**. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 DOCUMENTS TO BE SUBMITTED

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

1. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;

2. Questionnaire setting forth experience and qualifications;

3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to Township of Little Falls, Letters of Credit will not be accepted;

4. Non-collusion affidavit;

5. Stockholder statement of ownership;

6. Certificate of surety; and

7. Bid Proposal.

8 Business Registration Certificate.

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

2. DEFINITIONS

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

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

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

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

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

"Collection source" means a generator of designated collected solid waste or recyclables 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.

"Township Administrator" is the person authorized by the contracting unit to procure and administer contracts for solid waste collection and disposal 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 materials" means those materials which would otherwise become solid waste and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products. Recyclable material includes: Comingled containers which shall consist of aluminum cans, glass food and beverage containers, tin and bi metal cans, plastic containers with #1 thru 7 and Tetra-Pak containers. Mixed Newspaper shall consist of newspapers, magazines, junk mail, telephone books, paperback books, office paper, school paper, brown bags and chip board (cereal boxes, macaroni boxes, cake boxes, shoe boxes etc.).

Cardboard: shall consist of corrugated cardboard and can include chip board and pizza boxes.

"Designated Recyclable materials that are not picked up under this contract" are those materials that are not part of the solid waste stream and not picked up as recyclables under this contract are as follows: Tires, motor oil, batteries (household batteries are garbage), vegetative waste, hazardous household waste, electronics and metal appliances and scrap.

"Designated collected solid waste" means solid waste types 10 and 13. For purposes of this proposal and any bid or service contract pursuant hereto, solid waste is the useless, unwanted, or discarded material with insufficient liquid content to be free-flowing, and shall mean and include rubbish, garbage, kitchen waste, food waste, vegetable matter, condemned foods, animal

or vegetable matter, offal, decaying decomposing matter, rags, ashes, household items, refuse and other customary household waste and discarded waste material which shall be collected and disposed of from residential dwelling units. This is type 10 and 13, as defined at N.J.A.C. 7:26-2.13, generated by single and multi-family homes. For the purposes of the uniform bid specifications, it includes waste type 10 and type 13 generated by apartment and condominium complexes.

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 for Solid Waste" means those sites designated in the Passaic County Solid Waste Management Plan for use by the Township of Little Falls, additionally, the Township of Little Falls requires the contractor to select and utilize a fully licensed disposal site and/or a transfer station, that has granted permission to the contractor to dispose of the waste collected under this contract.

"Disposal facility for recycling" means, those sites designated by the Township. Currently the Township has been recycling their materials with Gaeta Recycling Company Inc. located at 278 West Railway Ave, Paterson, NJ. The Township is in the process of soliciting proposals for a recyclable market. All recycling picked up in Little Falls must be transported to and disposed of at a facility to be designated by the Township.

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

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including:
New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and

Christmas Day.

"Legal newspaper" means North Jersey Herald and News, Passaic County New Jersey.

"MUNICIPAL FACILITIES" This term shall refer to Township and other collection sites which are subject to collection under the terms of this contract without additional charge to the Township

<u>Municipal Facilities</u>	<u>Number</u>	<u>Size</u>	<u>Pick up</u>
Municipal Complex	1	3-yard	twice per week
Civic Center	1	4-yard	twice per week
Recreation Center	1	3-yard	twice per week
Singac Fire Co. 3	1	3-yard	twice per week
Eagle Hose Co. 1	1	2-yard	twice per week
Public Works Yard	1	6-yard	four times per week
Recycling Center	1	8-yard	four times per week

Institutional Facilities

School One	1	8-yard	twice per week
School Two	1	8-yard	twice per week
School Three	1	8-yard	twice per week
Banyan School	1	10-yard	twice per week

All Schools shall be picked up by no later than 7:00 AM

Apartment/Condominiums/Townhouses

86 Newark Pompton Turnpike	1-	3 yd. dumpster
141 Newark Pompton Turnpike	1-	3 yd. dumpster
Main Union Associates	2-	4 yd. dumpster
Brownstone Inc.	3-	4 yd. dumpster
Park Falls Associates LLC, etals	3-	6 yd. dumpsters
	1-	8 yd. dumpster
Great Notch Village (Rustic Ridge)	2-	6 yd. dumpsters
	3-	4 yd. dumpsters
	1-	3 yd. dumpster
Hilltop Manor	2-	4 yd. dumpsters
	2-	6 yd. dumpsters

Colonial Hill	3- 6 yd. dumpsters 1- 8 yd. dumpster 1- 10 yd. dumpster
Inwood Coop.	13- 6 yd. dumpsters
The Mill	2- 6 yd. dumpsters
Tulip Crescent	5- 4yd. dumpsters
The Parke Townhouses-In Cans	102 Units-Collected on Harvest Way
The Abbey-In Cans	50 Units
Autumn Point- In Cans	24 Units

Commercial Sources

Farnese Plaza	1- 5 yd. dumpster 1- 3 yd. dumpster
3-9 Paterson Ave	1- 3 yd. dumpster
American Legion Post 108	1- 2 yd. dumpster

All dumpsters are to be picked up twice per week.

If the scheduled pickup should occur on a holiday or during a day when garbage is not picked up due to severe weather, than the dumpsters will be picked up on the next regular calendar day.

All dumpsters are for Solid Waste, none are for Recycling.

"Roll-off containers"

Contractor is to provide the Township with the following roll-off containers to be placed at the Public Works Yard. Public Works will call for pickups as needed. Pickup request could occur once per month. There is no additional charge for this service. This is all part of the contract.

Public Works Yard	1	30-yard roll-off (garbage)
	1	20-yard roll-off (street sweepings)

"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.

"SERVICED COLLECTION UNIT" means any serviced property which meets the physical requirements necessary for garbage collection designated in these specifications.

"Service Area" means the geographic area described in Section 5.2 herein. The service area(s) is (are) as follows:
The Township of Little Falls located in Lower Passaic County New Jersey and covers approximately 3 square miles. It is bordered by, the Townships of Wayne on the west, the Township of Cedar Grove and North Caldwell on the south, the Townships of Woodland Park and Totowa Borough on the North, and the City of Clifton on the east. New Jersey Route 46 traverses the Township of Little Falls, traveling east and west, near the eastern border of the community. A Township of Little Falls street map can be found on Google maps via the internet.

"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.

"SOLID WASTE RECEPTACLE" Container shall be water tight and of metal or plastic with a tight fitting cover and handles. Each container shall have a capacity of not less than twenty (20) gallons or more than forty-five (45)

gallons and shall not exceed sixty (60) pounds when containing solid waste material. Containers must be maintained in a manner that is not a danger to the health and safety of the community. Plastic disposal bags, not less than three (3) mil thick, will be accepted as solid waste containers. It is understood that the owner, agent, lessee, tenant or occupant may use plastic receptacles at their own risk.

"Solid Waste- Type 10"

Municipal (household, commercial and institutional): Waste originating in the community consisting of household waste from private residences, commercial waste which originates in wholesale, retail or service establishments, such as, restaurants, stores, markets, theaters, hotels and warehouses, and institutional waste material originated in schools, hospitals, research institutions and public buildings. As defined at N.J.A.C. 7:26-2.13

"Solid Waste - Type 13"

Household furnishings, debris including outdoor furnishings and lumber tied and bundled not to exceed eight (8) in number nor six (6) feet in length and one (1) foot in width and not to exceed 60 lbs. in weight. Masonry, construction materials, dirt or stones are excluded. The number of items shall be limited to three (3) of the afore noted categories on the second collection day.

"VEGETATIVE WASTE": Grass clippings, yard waste, tree branches and trimmings, Christmas trees and leaves. These items are collected directly by the Township.

"Electronic Waste": Consisting of Televisions, computers, monitors and components, stereos, radios, etc.; are not permitted in the waste stream. These items are collected directly by the Township.

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 Township of Little Falls 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.

- c. The bid proposal contains option bids. The Governing Body 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 Governing Body shall not award the contract based on the bid price for separate options.

- d. 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 Township of Little Falls in the amount of 10% of the highest aggregate 5 year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Township of Little Falls.

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 Governing Body of the Township of Little Falls.

3.4. "OR EQUAL" SUBSTITUTIONS

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

3.5. COMPLIANCE

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

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must execute and submit as part of the Bid Proposal a "Non-

Collusion Affidavit" which at a minimum shall attest that:

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

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

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

3.7. NO ASSIGNMENT OF BID

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Township of Little Falls 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 Governing Body 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 Governing Body'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 Governing Body 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 Governing Body rejects all bids, the Township of Little Falls 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 Township of Little Falls 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 Township of Little Falls to declare the contractor non-responsive and to award the contract to the next lowest bidder.

The Township of Little Falls reserves the right to extend the contract in accordance with the applicable New Jersey Statutes. In accordance with said Statutes the increase in the contract is limited to the applicable Department of Community Affairs index rate percentages in effect at that time. Should a contract extension be requested by the Township of Little Falls the request and the subsequent acceptance, by the contractor, must be made and completed no less than six months prior to the end of the original contract.

4.3. RESPONSIBLE BIDDER

The Township of Little Falls 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 a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond to the Township Administrator at the Township Hall 225 Main Street Little Falls New Jersey at least ten days prior to the delivery of the executed contract.

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

C. For a multiple 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 Township Administrator at the Township Hall 225 Main Street Little Falls New Jersey at least ten days prior to the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Township of Little Falls with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

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

Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Township of Little Falls 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 requirements of N.J.A.C 17:27-7.4 and N.J.A.C 17:27 et.seq).

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

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

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

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

C. If the Contractor does not submit the affirmative action document within the required time period the Township of Little Falls may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Township of Little Falls 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. These vehicles shall include at a minimum: 3- 25 cubic yard rear loading packer trucks per collection day. All collection trucks shall be compaction type, completely enclosed and water tight.

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 Governing Body may not award a contract until all tabulations are complete.

5. DETAILED SPECIFICATIONS

5.1.

The Contractor shall provide service for each Option to be awarded by the Governing Body of the Township of Little Falls. The Governing Body 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.

The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Township of Little Falls as described in section 2 "Definitions" under "Service Area".

5.3. COLLECTION OPTIONS

Solid waste and Bulky waste Collection and Disposal

The following materials shall be collected, and disposed of at a fully licensed disposal site or a transfer station, that has granted permission to the contractor to dispose of the waste collected under this contract, on four days of the week. The contractor shall collect solid waste, TYPE 10 and TYPE 13 (Bulky Waste), as defined herein, throughout the Township of Little Falls on routes and schedules so that each street and property thereon will have a twice-a-week collection during the term of the service contract as described in section 5.5.

The contract provides for a twice weekly collection, the entire Township shall be collected a minimum of two times per week spread not less than two days apart and no collections shall be made on Saturdays or Sundays.

Generally, the Township is separated into two sections;

Section one (1) is all Serviced Collection Units starting on First Avenue and including everything east of First Avenue, Maple street, Paterson Ave and all service collection units east of Paterson Ave.

Section one is collected on Monday and Thursday.

Section two (2) is all Serviced Collection Units located west of First Avenue, Paterson Ave between Main Street and Maple Street and all units west of Paterson Ave.

Section two is collected Tuesday and Friday.

Mandated Recyclable Collection and Transportation to the Recycling

The following materials shall be collected in the Township of Little Falls, one day per week (Wednesday's). The contractor shall collect Mandated Recyclable Material as defined herein, throughout the whole Township of Little Falls on routes so that each street and property thereon will have collection during the term of the Service Contract. The collected materials will be

recycled at a recycling facility. Currently the Township is using Gaeta Recycling Company Inc.

Starting with first week in January of each year the collection of recyclables will be conducted as follows:

Recyclable newspapers, magazines, junk mail and cardboard (every other week)

Commingled Materials, recyclable glass, plastics, tin & bi-metal cans and aluminum cans (every other week)

Example:

Wednesday	Jan 3	newspapers, cardboard, etc.
Wednesday	Jan 10	commingled materials
Wednesday	Jan 17	newspaper, cardboard, etc.
Wednesday	Jan 24	commingled materials
Wednesday	Jan 31	newspaper, cardboard, etc.

and so on

5.4. CONTAINERS

"SOLID WASTE RECEPTACLE" Container shall be water tight and of metal or plastic with a tight fitting cover and handles. Each container shall have a capacity of not less than twenty (20) gallons or more than sixty-four (64) gallons and shall not exceed sixty (60) pounds when containing solid waste material. Containers must be maintained in a manner that is not a danger to the health and safety of the community. Plastic disposal bags, not less than three (3) mil thick, will be accepted as solid waste containers. It is understood that the owner, agent, lessee, tenant or occupant may use plastic receptacles at their own risk.

5.5. COLLECTION SCHEDULE

A. All collection services, as described in these specifications, shall be performed on all designated days between 6:00am prevailing time and 2:00pm prevailing time as follows:

POINTS OF COLLECTION: All solid waste and mandated recyclable material to be collected, removed and disposed of shall be placed at the curb accessible to the contractor, but not in the street. The contractor shall return all covers and containers thereto, and keep all collections points and roadways clean and free of debris. The contractor shall not place any containers in any location that would block the resident or vehicles from accessing their property or roadway. Under no circumstances is the contractor to enter on to private property to collect any solid waste or mandated recyclables.

SCHEDULE FOR COLLECTION OF SOLID WASTE: The contractor shall collect solid waste as defined herein, throughout the Township of Little Falls on routes and schedules as follows:

Section one (1) is all Serviced Collection Units starting on First Avenue and including everything east of First Avenue, Maple Street, Paterson Ave from Maple Street to Route 46 and all service collection units east of Paterson Ave.

Section one is collected on Monday and Thursday.

Section two (2) is all Serviced Collection Units located west of First Avenue, Paterson Ave between Main Street and Maple Street and all units west of Paterson Ave.

Section two is collected Tuesday and Friday.

The contract provides for a twice weekly collection, the entire Township shall be collected a minimum of two times per week spread not less than two days apart and no collections shall be made on Saturdays or Sundays.

SCHEDULE FOR COLLECTION OF MANDATED RECYCLABLE MATERIAL: The following materials shall be collected in the Township of Little Falls, one day per week (Wednesday's). The contractor shall collect Mandated Recyclable Material as

defined herein, throughout the whole Township of Little Falls on routes so that each street and property thereon will have collection during the term of the Service Contract. The collected materials will be recycled at a recycling facility. Currently the Township is using Gaeta Recycling Company Inc. Starting with first week in January of each year the collection of recyclables will be conducted as follows:

Recyclable newspapers, magazines, junk mail and cardboard (every other week)

Commingled Materials, recyclable glass, plastics, tin & bi-metal cans and aluminum cans (every other week)

Example:

Wednesday	Jan 3	newspapers, cardboard, etc.
Wednesday	Jan 10	commingled materials
Wednesday	Jan 17	newspaper, cardboard, etc.
Wednesday	Jan 24	commingled materials
Wednesday	Jan 31	newspapers, cardboard, etc.

and so on

SCHEDULE FOR COLLECTION AT MUNICIPAL FACILITIES: The contractor shall collect solid waste in accordance with the provisions set forth for the Township and other collection sites which are subject to collection under the terms of this contract without additional charge to the Township. Those facilities are identified below:

"MUNICIPAL FACILITIES" This term shall refer to Township and other collection sites which are subject to collection under the terms of this contract without additional charge to the Township

<u>Municipal Facilities</u>	<u>Number</u>	<u>Size</u>	<u>Pick up</u>
Municipal Building	1	3-yard	twice per week
Civic Center	1	4-yard	twice per week
Recreation Center	1	3-yard	twice per week
Singac Fire Co. 3	1	3-yard	twice per week

Eagle Hose Co. 1	1	2-yard	twice per week
Public Works Yard	1	6-yard	four times per week
Recycling Center	1	8-yard	four times per week

Institutional Facilities

School One	1	8-yard	twice per week
School Two	1	8-yard	twice per week
School Three	1	8-yard	twice per week
Banyan School	1	10-yard	twice per week

All Schools shall be picked up by no later than 7:00 AM

Apartment/Condominiums/Townhouses

86 Newark Pompton Turnpike	1-	3 yd. dumpster
141 Newark Pompton Turnpike	1-	3 yd. dumpster
Main Union Associates	2-	4 yd. dumpster
Brownstone Inc.	3-	4 yd. dumpster
Park Falls Associates LLC, etals	3-	6 yd. dumpsters
	1-	8 yd. dumpster
Great Notch Village (Rustic Ridge)	2-	6 yd. dumpsters
	3-	4 yd. dumpsters
	1-	3 yd. dumpster
Hilltop Manor	2-	4 yd. dumpsters
	2-	6 yd. dumpsters
Colonial Hill	3-	6 yd. dumpsters
	1-	8 yd. dumpster
	1-	10 yd. dumpster
Inwood Coop.	13-	6 yd. dumpsters
The Mill	2-	6 yd. dumpsters
Tulip Crescent	5-	4yd. dumpsters

The Parke Townhouses-In Cans	102 Units-Collected on Harvest Way
The Abbey-In Cans	50 Units
Autumn Point- In Cans	24 Units

Commercial Sources

Farnese Plaza	1- 5 yd. dumpster
	1- 3 yd. dumpster
3-9 Paterson Ave	1- 3 yd. dumpster
American Legion Post 108	1- 2 yd. dumpster

All dumpsters are to be picked up twice per week, unless noted.

If the scheduled pickup should occur on a holiday or during a day when garbage is not picked up due to severe weather, than the dumpsters will be picked up on the next regular calendar day.

All dumpsters are for Solid Waste, none are for Recycling.

"Roll-off containers"

Contractor is to provide the Township with the following roll-off containers to be placed at the Public Works Yard. Public Works will call for pickups as needed. Pickup request could occur once per month. There is no additional charge for this service. This is all part of the contract.

Public Works Yard	1	30-yard roll-off (garbage)
	1	20-yard roll-off (street sweepings)

HOURS: Collections shall be made, commencing no earlier than 6:00 a.m. and no later than 2:00 p.m., prevailing time, and shall be continuously pursued until the routes are completed, except in cases of unusual delay, emergency or breakdown. Any deviations from these hours must be reported to the Township Administrator within 30 minutes of the problem each time a delay occurs. Such hours may be changed upon order and approval of the Governing Body. The Contractor shall retain one collection vehicle in the Township until 3:30 p.m. to handle call backs.

VOLUME TO BE COLLECTED: Each collection unit shall be entitled to set out for collection on each collection day a volume not to exceed five (5) acceptable receptacles, as per section 2 "Definitions" under Solid Waste Receptacles.

PLACES OF COLLECTION: The collection shall be made from all residential and municipal serviced collection units. **Only facilities delineated in the Bid Specification** will be collected under the specifications herein. Collection of Private commercial or industrial waste comingled with the municipal waste stream will be considered a breach of contract by the contractor.

MANNER OF COLLECTION: 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, can lids shall be placed back on the can once collection has been made. The Contractor shall keep all debris, fluids, paper and waste, in general off, of the streets and residential properties in the Township of Little Falls. The Contractor is required to clean and maintain the roadway surface, when debris or waste has fallen on to the roadway or residential property. Each truck shall have at least one broom and shovel to clean up refuse that may be spilled or otherwise scattered during the process of collection. Each truck shall also have one 5 gallon pail of absorbent material to aid in the cleanup of any spilled liquids. Additionally, the contractor is responsible for any and all damages upon private property caused by the collection process.

STORAGE OF EQUIPMENT: The contractor at his expense shall store and park his equipment at a convenient and lawful place. **No trucks or equipment may be parked or stored in the Township of Little Falls.**

Holidays: The following legal holidays are exempted from the waste and recycling collection schedule:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Holiday Amendments: Should the disposal site be closed and unavailable to the contractor as a result of additional holidays granted or

disposal site closings and not under the contractor's control, it will be the contractor's obligation to notify the Township Administrator thirty (30) working days in advance of the unanticipated holiday or as soon as discovered in the case of a disposal site closing.

Note:

If a designated holiday or closing of disposal site occurs on a collection day, the contractor shall pickup all trash on the next regularly scheduled day for that section following such holiday and disposal site closing.

5.6. SOLID WASTE DISPOSAL

A. All solid waste collected within the Township of Little Falls, Type 10 and 13, shall be disposed of in accordance with the Passaic 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 the contractors selected disposal facility which must be a fully licensed disposal site or a transfer station, that has granted permission to the contractor to dispose of the waste collected under this contract, approved by the Township.

B. The Township of Little Falls reserves the right to designate another disposal facility in accordance with the Passaic County Solid Waste Management Plan or in the event that the contractors designated Disposal Facility is unable to accept waste. The Township of Little Falls will assume all additional costs or benefits that are associated with such designation. Said alternate disposal location facility shall be located within a fifteen (15) mile radius of the Township of Little Falls

5.7. VEHICLES AND EQUIPMENT

A. All vehicles shall meet the requirements and regulations set forth by the State of New Jersey and/or the Division of Motor Vehicles. 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. All vehicles shall be operated by employees who hold a valid New Jersey driver's license for the type of vehicle operated

- B. The Contractor shall specify all the vehicles to be used on this contract assignment, whether the vehicles are rear loading or control vehicles used by contractor supervisors. All collection trucks shall be compaction type, completely enclosed and water tight.

ALL the equipment to be used is subject to the prior approval of the Township Administrator.

- C. Each vehicle shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Township Administrator or his designee shall have the right to inspect all vehicles, at any time, and declare vehicles which do not meet the specification requirements to be unacceptable for use in the Township of Little Falls, 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. Each truck shall also have one 5 gallon pail of absorbent material to aid in the cleanup of any spilled liquids.

- C. The Township 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 and requirements and regulations set forth by the State of New Jersey and/or the Division of Motor Vehicles. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Township

Administrator or his designee.

- D. Bidders shall include, in their response to the request for proposal, a list of all vehicles retrofit or exempt under the Diesel Retrofit Law, and a copy of the compliance form issued pursuant to N.J.A.C. 7:27-32.20 (Diesel Retrofit Law- Issuance and Completion of Compliance Forms) for each vehicle to be used in performing the terms of this contract. The contractor shall ensure at all times that any vehicle used in execution of this contract is in compliance with the Diesel Retrofit Law (N.J.S.A. 26:2C-8), and inspection requirements and idling limits set forth at N.J.A.C. 7:27-14. Bidders shall provide training for all vehicle drivers on the idling limits.

5.8. NAME ON VEHICLES

The name, address and service phone number of the Contractor and logo 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 Township of Little Falls with a **toll free number and sufficient personnel** to receive complaints and/or inquiries and resolve them on a timely basis. 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 7:00am prevailing time and 4:00pm prevailing time. The Township of Little Falls shall list the Contractor's telephone number in the

Telephone directory along with other listings for the Township of Little Falls.

5.10. FAILURE TO COLLECT

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

5.11. COMPLAINTS

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Township Administrator or his designee 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 Township of Little Falls.

B. The Contractor shall submit a copy of all complaints received and the action taken to the Township Administrator on a monthly basis for review.

C. Failure to resolve complaints, on the part of the contractor, may result in the Township placing the contractor's Performance Bond company on notice. In the event the Township must resolve said complaints by utilizing Township employees and equipment to collect solid waste or recyclable material the Township will charge back the contractor for applicable cost related to the resolution of the complaint. This charge back shall be in the form of a credit against the contractor's monthly invoice for service.

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 Township of Little Falls for the preceding calendar month (the "Billing Month").

2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Township of Little Falls for reimbursement.

B. The Township of Little Falls shall receive invoices from the contractor by the 10th of each month and the Township will pay all invoices within 30 days of the bill approval by the Governing Body. The Township of Little Falls will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township of Little Falls shall have 30 days from the date of receipt of the corrected invoice to make payment.

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

D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor is responsible for the disposal as a part of the contract, the Contractor shall report the actual quantity of waste

disposed of to the Township of Little Falls and provide the monthly submission of certified receipts from the Disposal Facility. The report 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; and
5. the authorized tipping rate plus all taxes and surcharges.

5.14. COMPETENCE OF EMPLOYEES

The Contractor's employees must be sufficient and competent to perform their work. If any person employed shall appear incompetent or disorderly, the Township of Little Falls 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 immediately, 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. The bidder shall submit a list of employees, who will be assigned to operate in the Township of Little Falls for the contract period, to the Township providing the employee's Name, Address, and Driver's License Number.

Employees shall wear a standard uniform on each day the employee works in the Township. The standard uniform shall comply with the ANSI/ISEA class 2 and the 2009 standard. The uniform shirt and/or safety vest shall comply with ANSI requirements and shall bear the company's name or logo.

5.15. SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the

Township Administrator, in writing, that a supervisor has been appointed and shall comply with and undergo the same background check as all employees, see section 5.14. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Township Administrator, in writing, of any changes. The Superintendent or Foreman shall be present in the Township of Little Falls during the daily collection process.

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-6.19. The insurance policy shall name the Township of Little Falls as an Additional Named insured indemnifying the Township of Little Falls with respect to the Contractor's actions pursuant to the Contract. All damage to private property within the Township of Little Falls caused by the Contractor shall be repaired and placed in condition as the property existed prior to the damage. These repairs shall be completed within 14 fourteen days from notification to the Contractor that damage has occurred.

5.17. CERTIFICATES

Upon notification by the Township of Little Falls, the lowest responsible bidder shall supply to the Township 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 Township of Little Falls from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Township of Little Falls on any of the aforesaid claims that may result or arise directly or indirectly, from or by

reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

5.19. Proof of Paid Disposal Fees

Since this contract includes disposal fees, the contractor shall provide the Township with a list of disposal sites used by the contractor. Landfills and /or transfer stations in which the contractor currently has privileges. The Bidder shall provide a certification that all fees due and owing to these landfills and/or transfer stations are current and paid in a timely manner.

5.20 Flood Debris

On an emergency basis, during periods of severe flooding the Township has utilized its solid waste contractor to supply additional roll off containers for flood debris removal and disposal. The cost of these services is in addition to the solid waste removal and disposal contract.