



BOROUGH OF ENGLEWOOD CLIFFS
482 HUDSON TERRACE • ENGLEWOOD CLIFFS, NJ. 07632

NOTICE TO BIDDERS

(201) 569-5252

FAX (201) 569-4356

**SOLID WASTE AND/OR RECYCLABLE MATERIAL
COLLECTION AND DISPOSAL SERVICES**

NOTICE is hereby given that sealed bids for solid waste and/or recyclable material collection and disposal services will be received by the Englewood Cliffs Borough Clerk on **June 15, 2016 at 11:00 A.M.** at the Borough Hall, located at 482 Hudson Terrace, Englewood Cliffs, Englewood Cliffs, New Jersey, at which time said bids will be opened and read in public. Bids received after this time will not be opened or considered. No bid may be withdrawn for a period of sixty (60) days after the scheduled time for the receipt of bids.

Information for Bidders, Specifications and Bid Proposal Forms are on file in the office of the Englewood Cliffs Borough Clerk and may be obtained by prospective bidders at said office during regular business hours 9:00 A.M. to 4:00 P.M., Monday through Friday or on the Borough's website www.EnglewoodCliffsNJ.org.

Bids must be submitted on the Bid Proposal Forms provided and must be accompanied by a certified check or bid bond in the amount of 10% of the total bid and a Consent of Surety from an approved surety company, licensed to conduct business in the State of New Jersey agreeing that, if the bidder is awarded the contract by the Borough of Englewood Cliffs, the surety will provide the required performance bond. Bids must be enclosed in a sealed envelope addressed to the "Englewood Cliffs Borough Clerk" and clearly marked on the outside **"BID FOR SOLID WASTE COLLECTION"**

Bidders are required to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27), as amended and supplemented from time to time. In addition, bidders are notified that they must pay the prevailing wage as determined by the "New Jersey Wage Act, Chapter 150 of the Laws of 1963", extension effective July, 1974. Bidders are required to comply with the requirements of the Americans with Disabilities Act of 1990 as amended and supplemented from time to time. The requirements of P.L. 1977, Chapter 33, regarding ownership must be met and the required form, which will be supplied with the Bid Proposal Forms, must be completed, signed and submitted with the bid.

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bid, be published in the [The Bergen Record and the Star Ledger](#).

The Borough of Englewood Cliffs reserves the right to reject any and all bids and to waive informalities as the interest of the Borough may require.

The Borough is not responsible for loss or destruction of any bids mailed or delivered to the Borough Clerk prior to the time set for bid openings.

By Order of the Mayor and Borough Council of the Borough of Englewood Cliffs, Bergen County, New Jersey.

Lisette M. Duffy, RMC BOROUGH CLERK

1. **INSTRUCTIONS TO BIDDERS**

1.1 **THE BID**

A. The Borough of Englewood Cliffs, County of Bergen, State of New Jersey, is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and or disposal services for one, two, three, and four year periods, to commence, 2016, in accordance with the terms of these bid specifications and N.J.A.C. 7:26H-6, et seq. Such collection services will include regular garbage and trash pickup. Bids may be submitted for any or all of the aforesaid terms. All bids shall be submitted on a proposal form prepared by the Borough and shall be accompanied by a completed form of questionnaire, bid bond and/or certified check and consent of surety, and license for disposal or dumping permit, all as hereinafter more specifically set forth. The Borough reserves the right to accept any qualified bid or reject all bids as may permitted by law.

B. Each bidder shall be experienced in solid waste collection work and in the opinion of the Mayor and Council have sufficient capital and equipment to properly provide the services bid upon,

1.2 **CHANGES TO THE BID SPECIFICATIONS**

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

1.3 **BID OPENING**

All bid proposals will be publicly opened and read by the Borough Clerk at 11:00am, on June 15, 2016 at the Borough Hall, 482 Hudson Terrace, Englewood Cliffs, New Jersey. Bids must be delivered by hand or by mail to the Borough Clerk no later than, June 15, 2016. 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. A Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 **DOCUMENTS TO BE SUBMITTED**

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

1. A photo copy of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1 E- 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 \$20,000.00 payable to the Borough of Englewood Cliffs.

The aforesaid certified check will be returned within forty-eight (48) hours after the execution of the contract and delivery of the performance bond as set forth in Article 4.4 herein

4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety; and
7. Bid Proposal
8. Business Registration Certificate

9. Affirmative Action Affidavit
10. Disclosure of Investment Activities in Iran Form

All of the foregoing shall be submitted in accordance with applicable law and 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.

1.5 **BID WITHDRAWAL**

No bidder shall withdraw its bid within a period of sixty (60) days after opening of the bids unless otherwise permitted by law.

2. **DEFINITIONS**

"**Ashes**" includes the residue from the burning of solid fuels and other combustible materials in homes, stores, institutions and commercial establishments.

"**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 Borough of Englewood, ensuring that the successful bidder will enter into a contract.

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

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

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

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

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

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

"**Contract administrator**" - is the person authorized by the Borough of Englewood to procure and administer contracts for solid waste collection services.

"**Contracting unit**" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district. project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions where are appropriate for the exercise by one or more units of local government, and which has the 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 of which is to be paid with or out of public funds.

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

"**Designated collected recyclable material**" means leaves, newspapers, glass, aluminum non-ferrous metal scrap, hi-grade office paper, ferrous scrap, tin (ferrous) cans, corrugated cardboard. construction and demolition debris, and household batteries. Englewood Cliffs Ordinances, 8721. 8815, 9403, and 9412.

"**Designated collected solid waste**" - means solid waste types intended to include refuse of animal and vegetable matter, which has been used as food for man, and all refuse material and vegetable matter which is, or was intended so to be used, including condemned food.

Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State

Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal facility" - means those sites designated by the Bergen County Utilities Authority for use by the Borough of Englewood, that accept the types of waste that will be collected pursuant to the contract.

"Disposal Fees" - Disposal fees means the cost of dumping and tipping fees paid by the contractor to the disposal facility chosen by the contractor or designated by the Municipality.

"Garbage" - includes refuse and offal of animal and vegetable matter which has been used as food for man, and all refuse material and vegetable matter which is, or was intended so to be used, including condemned food.

"Governing body" - means the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of, a municipality, as further defined at N.J.A.C. 40A: I 1-2.

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

"Legal newspaper" - means The Press Journal, The Record, and Star Ledger.

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

"Rubbish" - includes readily combustible materials such as paper, excelsior, straw, boxes, crates, and materials of similar nature: furniture, household receptacles and utensils, discarded clothing, rags and any household wastes.

"Service area" - means the geographic area described in Section IV herein. The service area(s) is (are) as follows:

Southern portion of Englewood Cliffs from the Fort Lee border to the south side of Palisade Avenue. Including St. Michael's Novitiate.

Northern portion of Englewood Cliffs from the north side of Palisade Avenue to the Tenafly border. From the easterly border to the westerly border.

"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 specification.

"Waste" - shall include all garbage, waste paper and boxes, all in suitable bags or receptacles (not to exceed sixty (60) pounds) and other refuse and debris of whatsoever kind or description, excepting all debris resulting from the burning, tearing down, razing, alterations, remodeling, repairing or reconstructing of a building or part thereof, and the erection of a new building, and excepting any such material over five (5') in length, and excepting large household appliances such as boilers, stoves, sinks and air conditioners.

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. 7:2611-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications. All applicable blanks on the proposal form shall be completed. Bidders are cautioned not to add any conditions, limitations or provisions or to make any changes in the proposal blanks for the reason that such acts may render the bid informal, non-responsive and/or conditional, and may constitute sufficient cause for its rejection.

B. Bid proposals shall be hand delivered or mailed in a sealed envelope, addressed to the Borough of Englewood Cliffs, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Englewood Cliffs in the advertisement for bids.

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

D. The bid proposal contains option bids. The Mayor and Council 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 Mayor and Council shall not award the contract based on the bid price for separate options.

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

3.2 **BID GUARANTEES**

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to, "The Borough of Englewood Cliffs" in the amount of 10% of the highest aggregate four (4) year bid submitted, not to exceed twenty thousand dollars (\$20,000.00), must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Borough of Englewood Cliffs.

3.3 **EXCEPTIONS TO THE BID SPECIFICATIONS**

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

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 Mayor and Council.

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 Borough of Englewood Cliffs relies upon the truth of those statements in awarding the contract: and

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

3.7 **NO ASSIGNMENT OF BID**

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any' right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough of Englewood Cliffs 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.

3.8 **PRICE BID**

The price bid for the contract shall include the furnishing of all labor, tools, equipment, vehicles, materials and transportation and collection facilities necessary and Proper to provide an adequate and sanitary' collection service for the satisfactory disposal of all mixed refuse, garden refuse and trash in conformity' with these specifications. The bid prices shall also include the cost of disposal fees (dumping and tipping fees). Neither the Contractor nor his agents, servants or employees shall salvage or sell any materials collected under this contract.

3.9 **PROOF OF COLLECTION AND DISPOSAL RIGHTS**

A. The bidder shall submit satisfactory evidence of his right to dispose of ashes, garbage and refuse originating in Englewood Cliffs in a dump outside of Englewood Cliffs. Such evidence shall consist of proof of ownership of the holding of a lease or license for said dump for a period not less than the term for which the proposal is made. In the alternative, the bidder may submit proof that he is the holder of any unrevoked dumping permit issued by Bergen County, permitting dumping at one or more of the Bergen County landfill projects. Anything herein contained to the contrary notwithstanding, the failure of the Contractor to have an available dumpsite at any time during the term of the contract shall constitute a material breach of contract, subject the Contractor to damages, and shall in no event excuse his non-performance of such contract.

B. The bidder must also submit verification that it is authorized to engage in the business of garbage and rubbish collection by the New Jersey Board of Public Utilities. Failure to submit the requested certification will result in the classification of the bid as "irregular" and will render the bid subject to rejection.

4. **AWARD OF CONTRACT**

4.1 **GENERALLY**

A. The Mayor and Council 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 Borough of Englewood Cliffs, be

held for consideration for such longer period as may be agreed. All bidders will be notified of the Mayor and Council'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 possible bid.

C. The Mayor and Council 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 accordance with applicable law. In the event that the Mayor and Council rejects all bids and the Borough determines to re-bid the services, the Borough of Englewood Cliffs shall publish a notice of re-bid no later than ten (10) 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 (14) calendar days of the award of the contract the Borough of Englewood Cliffs shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of Englewood Cliffs to declare the Contractor non-responsive and to award the contract to the next lowest bidder.

4.3 **RESPONSIBLE BIDDER**

The Borough of Englewood Cliffs shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A: 1-6.1 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 (1) year contract, the successful bidder shall provide a one-year performance bond issued by a Surety authorized to transact business in New Jersey, in an amount equal to 100% of the award price. The successful bidder shall provide said performance bond. The successful Contractor will be required to execute and deliver to the Borough Clerk within ten (10) days of the awarding of the contract a bond in form satisfactory to the Mayor and Council to secure the faithful performance of the contract, to indemnify and save harmless the Borough of Englewood Cliffs from all proceedings, suits, or actions of any name or description, and to secure the payment of all claims against the Contractor, including claims for services performed and materials supplied, or equipment furnished to the Contractor in the prosecution of the work.

B. Failure to provide the required one-year performance bond at the time and place specified by the Borough of Englewood Cliffs shall be cause for assessment of damages as a result thereof in accordance with section 5.3d. below. In the event that the successful bidder fails to provide said performance bond, the Borough of Englewood Cliffs may rescind the award of contract and 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 A above. In such instance, the successful bidder shall be liable to the Borough for all damages incurred as a result of the need to re-bid the services, including, without limitation, increased costs of the services.

C. For multi-year contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to 100% of the annual value of the contract. The successful

bidder shall provide said performance bond. The successful Contractor will be required to execute and deliver to the Borough Clerk within ten (10) days of the awarding of the contract a bond from a surety authorized to transact business in the State of New Jersey and in a form satisfactory to the Mayor and Council to secure the faithful performance of the contract, to indemnify and save harmless the Borough of Englewood Cliffs from all proceedings, suits, or actions of any name or description, and to secure the payment of all claims against the Contractor, including claims for services performed and materials supplied, or equipment furnished to the Contractor in the prosecution of the work. The performance bond for each succeeding year shall be delivered to the Borough of Englewood Cliffs 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 Mayor or and Council to terminate the contract upon the expiration of the current bond. In such instance, the Contractor shall be responsible for any and all damages incurred by the Borough. Notwithstanding termination pursuant to this section, the Contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough of Englewood Cliffs in re-bidding the contract.

4.5 **AFFIRMATIVE ACTION REQUIREMENTS**

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

B. Within seven (7) days after receipt of notification of the Mayor and Council's intent to award any contract, the Contractor must submit one of the following to the Borough of Englewood Cliffs:

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 issues in accordance with N.J.A.C. 17:27-4, the Contractor shall submit a photo copy of the certificate; or
3. A photocopy of an Employee Information Report (*Form AA302*) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The Mandatory Affirmative Equal Opportunity Language for Goods, Services and Professional Services shall be annexed to the contract and be incorporated therein.

C. If the Contractor does not submit the affirmative action document within the required time period the Borough of Englewood Cliffs may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of Englewood Cliffs to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder. In such instance, the Contractor shall be responsible for any and all damages incurred by the Borough.

4.6 **VEHICLE DEDICATION AFFIDAVIT**

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

4.7 **ERRORS IN PRICE CALCULATION**

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Form(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 Mayor and Council may not award a contract until all tabulations are complete.

4.8 **EXECUTION OF CONTRACT**

The bidder to whom a contract has been awarded shall execute a form thereof to be prepared by the Borough Attorney, and a specimen of which is annexed hereto. No proposal will be considered binding upon the Borough until execution of the contract by the Borough.

4.9 **FAILURE TO EXECUTE CONTRACT**

Failure upon the part of the bidder to whom the contract is awarded to execute the contract in the manner required and to furnish the required performance bond and insurance certificates properly executed shall be just cause for the annulment of the award. It is understood and agreed by the bidder that in the event of the annulment of the award of the contract, the certified check deposited with the proposal, or the penal sum of the bid bond, shall become the property of the Borough, not as a penalty or forfeiture but as liquidated damages, and shall not be recoverable by the bidder.

4.10 **REGULATION OF SERVICE AND COMPLIANCE WITH APPLICABLE LAW**

The contract shall be performed in accordance with reasonable rules and regulations and a schedule of operations to be adopted from time to time by the Mayor and Council or the sanitation committee of their duly authorized agents. The Contractor agrees to comply with all the statutes, ordinances, rules, and regulations, whether municipal, county, state or federal, applicable to the performance of the contract and to procure all required licenses and permits and municipal authorizations to operate his motor vehicles from the Borough of Englewood Cliffs to the dumping site.

5. **WORK SPECIFICATIONS**

5.1 The Contractor shall provide service for each Option awarded by the Mayor and Council. The Mayor and Council shall select one collection Option for the contract period 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 Borough of Englewood Cliffs as described herein and below:

A. The Contractor shall remove all garbage, rubbish, ashes and waste matter from the

dwelling, apartment house, schools, public buildings and/or all other buildings in the Borough excepting commercial establishments, including all buildings that may be erected during the term of the contract.

B. All waste matter, of whatsoever kind, shall be bound or placed in suitable receptacles to be provided by such person. The nature of such receptacle or receptacles shall be decided by the Garbage and Refuse Committee, and shall not exceed five (5') feet in length.

C. All receptacles are to be placed between the sidewalk and gutter or curb, or in the same relative position where there are no sidewalks or gutters or curbs, and when emptied, the Contractor shall replace them carefully in the same place. Any and all covers to such receptacles shall be replaced after the said receptacles have been emptied.

D. The Contractor shall not be obligated to enter any building to remove any ashes or waste matter; in the case of St. Joseph's Home and the Novitiate, garbage and refuse shall be removed therefrom by entering their respective grounds and removing such garbage and refuse from such locations (outside the building) as may be designated by said Institutions.

5.3a **COLLECTION OPTIONS**

The Contractor shall submit a bid based upon the options provided by the Borough of Englewood Cliffs for solid waste from residential units, apartments, municipal property locations, and Board of Education property locations. The options as set forth herein and on the price information sheets provide for variations of length of term of contract and type of frequency of pick-up of solid waste.

**THE BOROUGH IS SEEKING THE FOLLOWING
OPTION FOR SOLID WASTE PICK UP:**

I. Curbside collection of solid waste two (2) times per week in the South side of Englewood Cliffs and two (2) per week in the North side of Englewood Cliffs;

5.3b **COLLECTION SCHEDULE**

A. There are to be made two (2) collections per week throughout the town on weekdays designated by the Garbage Refuse Committee of making a total of 104 collections per home per year throughout the town as the calendar may provide, said collections to be made between the hours of seven o'clock (7:00) in the forenoon and four o'clock (4:00) in the afternoon, Daylight Savings Time, or Eastern Standard Time, whichever shall be in effect. No collections are to be made on Saturday and Sunday.

B. There shall be provided six (6) 2yd containers to be emptied once a week. One (1) container shall be placed behind the firehouse, 475 Sylvan Avenue. Three (3) containers shall be placed at Upper School, 143 Charlotte Place, and two (2) containers shall be placed at North Cliff, 700 Floyd Street.

C. Collections shall be made at curb from each building on the collection days. Collections shall be made according to designated routes and times as fixed by the Garbage and Refuse Committee; within the limits aforesaid. Such routes may be altered by the Garbage and Refuse Committee from time to time as necessity may require. The South side of Englewood Cliffs will be collected on Monday and Thursday and the north side of Englewood Cliffs will be collected on Tuesday and Friday.

D. All waste matter are to be deposited upon a dumping land furnished by the Contractor which shall be outside of the territorial limits of the Borough of Englewood Cliffs.

E. The Contractor will be responsible for any damage to receptacles or other property caused by him or his employee. All receptacles shall be replaced near the curb.

F. The Contractor shall obey all rules and regulations of the Board of Health.

G. All droppings from the Contractor's vehicle shall be immediately removed by the Contractor, and if not done, they shall be removed by the Borough Officials and the cost of doing so be deducted from the amount payable to the Contractor.

H. Upon failure to remove any ashes or waste matter on any designated day, the Borough of Englewood Cliffs reserves the right without notice to cause the said work to be performed by persons other than the Contractor, at the cost of the Contractor, said cost to be deducted from the amount due or to grow due under this contract.

I. The following legal holidays may be exempted from the waste collection schedule, but must be replaced by an alternate date should this occur. The contractor will notify the residents by mail and list the day the pick-up will occur. New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

5.3c **PUBLIC NOTICE AND RULES**

A. The Contractor shall, at his own costs and expense, prepare and deliver to each household, place of business, and other places producing materials to be collected under the contract, such rules and regulations governing collections as may be promulgated by the Mayor and Council, such delivery to be made no later than November 30 of each year. Such rules and regulations shall also be delivered to all new households and new places of business during the term of the contract.

B. The Contractor shall be responsible, at his cost and expense, for notifying each homeowner, place of business, or other places producing materials to be collected under the contract, of any special information regarding changes in dates of pick-ups and types of pick-ups. In the event that the Contractor desires a change in the pick-up schedule due to the holidays, it shall print, at its own cost and expense, a notification of the schedule change, and forward same to the Mayor and Council, which will disseminate the notice, with the Contractor remaining totally responsible for all costs of postage.

5.3d **PERFORMANCE OF CONTRACT - LIQUIDATED DAMAGES**

A. In the event the Contractor, without reasonable cause, shall fail to make collections on the days for which such collections shall have been scheduled, it is agreed that he shall pay to the Borough of Englewood Cliff's the sum of Fifteen (\$15.00) dollars as liquidated damages and not by way of forfeiture or penalty for each and every such collection missed as to each household, place of business or other premises. Reasonable cause is in no event to be deemed to include the failure of the Contractor to have sufficient or adequate vehicles, equipment or employees. The liquidated damages amount may be deducted from amounts due, or to grow due, the Contractor under the contract.

B. The Contractor shall also pay the Borough of Englewood Cliffs the sum of Fifteen (\$15.00) dollars as liquidated damages and not by way of forfeiture or penalty for every other violation of those specifications. It shall he deemed to constitute a violation of these

specifications of the Contractor if he permits any of his drivers or other agents, servants or employees to collect or remove garbage, ashes, rubbish or garden refuse, solid commercial waste or trash, in any way other than as provided herein, or according to any rules hereafter adopted by the Mayor and Council or the sanitation committee, or permit the deposit of any such matter upon property within the limits of the Borough otherwise than as herein specified.

C. In the event that the Contractor shall perform the contract in an unsatisfactory manner, the Mayor and Council may declare him to be in default of his contract. Such declaration of default, however, shall not be made until the Contractor shall have been given a hearing or an opportunity for a hearing by the Mayor and Council. In the event that a default shall be declared, the Mayor and Council shall have the option of engaging another person or persons to complete performance of the contract or of completing said contract with its own men and equipment or both. In such event the Contractor and the surety upon his performance bond shall be liable to the Borough of Englewood Cliffs for the difference between the cost of completing such contract and the amounts payable to the Contractor for the remaining term of the contract had he continued to perform said contract in accordance with the specifications, it being understood, however, that the surety's liability will be limited to the amount of the performance bond.

D. The imposition of liquidated damages shall not serve as a bar to the recovery of actual damages that exceed the liquidated damages amount.

5.3e **MATERIALS NOT INCLUDED IN BID PROPOSAL**

The following materials are recyclable as defined by the Borough Ordinance and are not the responsibility of the Contractor:

- a. Leaves and grass;
- b. Paper products, newsprint, other paper in bundles, magazines, and other printed matter and amounts of cardboard;
- c. Commingled recyclables: Aluminum, tin cans, glass bottles or glass containers, plastic containers such as bottles. Hard plastics such as hangars, toys and the like are excluded from commingled recyclables;
- d. White goods: - this term shall refer to major appliances such as refrigerators, freezers, stoves, dishwashers, clothes washers and dryers, water heaters, bathtubs, etc.

5.4 **SOLID WASTE DISPOSAL**

A. All solid waste collected within the Borough of Englewood Cliffs shall be disposed of in accordance with the Laws of the State of New Jersey. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at legally designated facility authorized and approved by the Bergen County Utilities Authority or according to the laws of the State of New Jersey.

B. The Borough of Englewood Cliffs reserves the right to designate another Disposal Facility in accordance with the Bergen County Solid Waste Management Plan, and/or any waste flow orders, or in the event that the designated Disposal Facility is unable to accept waste. The Borough of Englewood Cliffs will assume all additional costs or benefits that are associated with such designation.

C. The amount charged by the contractor to the Municipality for disposal costs (dumping and tipping fees) shall not be greater than the charge promulgated by the Bergen County Utilities Authorities for receiving of such similar waste as established.

5.5 **VEHICLES AND EQUIPMENT**

A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq. and must meet NJ Emissions Standards. See enclosed Diesel Law Fact Sheet.

B. All collection trucks shall be compaction types, completely enclosed and water tight. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contractor Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and a shove.

D. The Contract Administrator may order any of the Contractor's vehicles used in performance of tile contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

5.6 **NAMES ON VEHICLES**

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

5.7 **TELEPHONE FACILITIES AND EQUIPMENT**

A. The Contractor must provide and maintain an office within reasonable proximity of the Borough of Englewood Cliffs with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that a phone service is activated prior to the commencement of service.

B. Telephone service shall be maintained on all collection days, between the hours of 7:00 a.m. and 4:00 p.m. The Borough of Englewood Cliffs shall list the Contractor's telephone number in the telephone directory along with other listings for the Borough of Englewood Cliffs.

5.8 **FAILURE TO COLLECT**

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

5.9 **COMPLAINTS**

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator, within twenty four (24) hours of

the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint log shall be available for inspection by the Borough of Englewood Cliffs.

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

5.10 SOLICITATION OF GRATUITIES

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

5.11 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 thirty (30) days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough of Englewood Cliffs for the preceding calendar month (the "Billing month").

B. The Borough of Englewood Cliffs shall pay the approved amount of all invoices within thirty (30) days of receipt. The Borough of Englewood Cliffs will not be obligated to pay a defective or disputed invoice until the defect is cured by the Contractor or the dispute resolved. The Borough of Englewood Cliffs shall have thirty (30) days from the date of receipt of the corrected invoice or resolved invoice (in case of a dispute) to make payment.

C. Invoices shall specify the number and type of vehicle used for collection in the Borough of Englewood Cliffs, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough of Englewood Cliffs 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. Where the Borough of Englewood Cliffs will pay the costs of disposal, the disposal facility shall bill the Borough of Englewood Cliffs directly for all costs (including taxes and surcharges).

E. The contractor may utilize a Materials Recovery Facility for intermediate processing as long as the residue is disposed of in a manner consistent with N.J.A.C. 7:26-2B.9. In the event that the Contractor chooses to utilize a Materials Recovery Facility (MRF), the Contractor shall identify the MRF on the proposal forms.

5.12 COMPETENCE OF EMPLOYEES

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

B. If containers are destroyed by the Contractor's employees or removed by mistake, the Contractor shall have them replaced at his expense with new ones of equal quality within twenty four (24) hours. The Contractor may, without liability of the part of the Borough or its officers, be required by the Mayor and Council, or the sanitation committee or their duly authorized agents to discharge or otherwise discipline any of his agents, servants or employees determined to be undesirable persons or to have been guilty of neglect or carelessness in the conduct of the collection service or who shall have been guilty of unnecessarily damaging receptacles, other property, or of discourtesy or insolence.

C. The Contractor, his foreman, or other responsible supervisory employee shall daily, before permitting any employee to engage in collection service in the Borough of Englewood Cliffs, determine that all such employees are physically fit and sober. The Contractor shall take reasonable precautions to prohibit and prevent his employee from consuming alcoholic beverages during the working day. The Contractor shall provide the Borough's Public Work office with contact information for the diver(s), foreman, and area manager responsible for the routes in the Borough.

5.13 SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Contract Administrator, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes. The Borough shall have the right to require the Contractor to change any Superintendent or Foreman to whom the Borough objects.

5.14 INSURANCE REQUIREMENTS

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

C. Policy and Limit Guidelines as follows:

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

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

The Coverage shall include:

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

D. Addition Requirements as follows:

- 1. Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Borough of Englewood Cliffs shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change, cancellation or non-renewal unless 30 days prior written notice via certified mail/return receipt shall have been given to the Borough of Englewood Cliffs by the Contractor's Insurer. These must be received 30 days prior to commencement of work.
- 2. The Contractor agrees that it will defend, indemnify and save harmless the Borough of Englewood Cliffs, its officers, agents and employees from and all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.
- 3. All insurance purchased and maintained by the Contractor shall designate the Borough of Englewood Cliffs, their officers, officials, agents, employees,

consultants as additional insureds.

4. Except as modified by the Borough of Englewood Cliffs in writing, the insurance requirements herein shall also apply to Subcontractors and to the Subcontractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work on the project.
5. All insurance coverage evidenced by the Contractor in accordance with this contract shall be from A.M. Best's rated A-X or better Insurance Company licensed to do business in the State of New Jersey
6. All proof insurance submitted to the municipality shall clearly set forth all exclusions and deductible clauses. The Borough of Englewood Cliffs may allow certain deductible clauses which are not considered excessive, overly broad, or harmful to the interest of the Borough of Englewood Cliffs. Standard exclusions may be allowed provided they are not inconsistent with the requirements of this subsection allowance of any additional exclusions. This will be at the Discretion of the Borough of Englewood Cliffs. Regardless of the allowance of exclusions or deductions by the Borough of Englewood Cliffs, the Contractor shall be responsible for the deductible limit of this policy and all exclusions consistent with the risks he assumes under this contract and as imposed by law.

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

In the event the Contractor fails or refuses to renew its insurance policy, or the policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this subsection, the Borough of Englewood Cliffs may refuse to make payment of any further moneys due under this contract or refuse to make payment of moneys due or coming due under other contracts between the Contractor's Insurance for the periods and amounts referred to above. Alternately, The Borough of Englewood Cliffs may default the Contractor and direct the surety to complete the project. During any period when the required insurance is not in effect, the Borough of Englewood Cliffs may suspend performance of the contract. If the contract is so suspended, additional compensation or extension of contract time is not due on the account thereof. In such instance, the Contractor shall be responsible for any and all damages incurred by the Borough.

- E. Each policy shall include the additional interest of the Borough of Englewood Cliffs and shall indemnify and save harmless the said Borough of Englewood Cliffs, its Mayor and Council in their official and/or individual capacities as well as all municipal employees from and against all liability arising from injury to person and property occasioned

wholly or in part by any act or omission or commission on the part of the Contractor, his agents, servants, or employees, including any and all expense, legal or otherwise, incurred by them. Both the certificates and the policies, copies of which shall be furnished to the Borough of Englewood Cliffs, shall provide that the Borough of Englewood Cliffs shall be given thirty (30) days notice of cancellation by certified or registered mail, return receipt requested.

- F. All policies of insurance shall be written by companies authorized to do business with the State of New Jersey. All policies shall be renewed no later than 10 days prior to expiration and evidence of such renewal whether in the form of certificates, policies, or copies of policies shall be forth with submitted to the Borough Clerk together with proof of payment of premium.
- G. The contractor shall pay all social security, unemployment, disability, and other taxes required by state or federal law and shall furnish proof thereof to the Borough of Englewood Cliffs.

5.15 CERTIFICATES

Upon notification by the Borough of Englewood Cliffs, the lowest responsible bidder shall supply to the Contract Administrator, within five (5) days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.16 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Borough of Englewood Cliffs from and against all claims, damages, losses and expenses of any type whatsoever, including all reasonable expenses incurred by the Borough of Englewood Cliffs 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.

5.17 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the Borough on the subject. The Contractor must have B.R.C. and N..J.D.E.P.E.. Permit Numbers and shall submit same with this bid.

6. **BIDDING DOCUMENTS**

6.1 **BIDDING DOCUMENTS CHECKLIST**

- 6.2 _____ Certified photocopy of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J. S .A. 13: 1 E- 126.
- 6.3 _____ Statement of bidder's qualifications, experience and financial ability.
- 6.4 _____ A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough of Englewood Cliffs.
- 6.5 _____ Stockholder statement of ownership.
- 6.6 _____ Non-collusion affidavit.
- 6.7 _____ Consent of surety.
- 6.8 _____ Proposal.
- _____ Affirmative Action Affidavit
- _____ Business Registration Certificate
- _____ Disclosure of Investment Activities in Iran

Name of Individual or Firm

Title

Signature

Date

6.2 CERTIFICATE OF PUBLIC CONVENIENCE

Name: _____

Complete Address: _____

Telephone: _____

Certificate: _____

Date: _____

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

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

QUESTIONNAIRE

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

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

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

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

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

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 past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

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

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

 - b) Approximate population of contracting unit;

 - c) Term of the contract from/to;

- d) How were the materials collected?
 - e) Give location of disposal site or sites and methods used in the disposal of solid waste.
 - f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
11. If the equipment to be leased or purchased is not located at the address(es) given above in answer 9, identify where the equipment can be inspected.
12. List the names and addresses of three credit or bank references.
13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes, at a minimum, the bidder's assets shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.
14. Additional remarks.

6.4 BID GUARANTY

Each bid or proposal must be accompanied by:

A certified check or cashier’s check payable to the Borough of Englewood Cliffs in the amount of 10% (ten percent) of the bid but not in excess of \$20,000.00 or a satisfactory bid bond in the sum of 10% (ten percent) but not in excess of \$20,000.00 of the bid executed by a bidder and a surety company authorized to do business in the State of New Jersey.

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

In accordance with N.J.S.A. 52:25-24.2 (P.L. 1997, c.33), the full names and residences of all persons who possess an interest of ten (10%) percent or greater in any sole proprietorship, partnership, or corporation bidding on this Proposal must be listed below. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding ten (10%) percent or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and address of every non-corporate stockholder and individual partner exceeding the ten (10%) percent ownership criteria established in this act, has been listed, and additional sheets shall be attached hereto for that purpose if necessary.

Name: _____ Address: _____
Name: _____ Address: _____
Name: _____ Address: _____

_____, the signer of the above Proposal, being duly sworn, says that the (Signer’s Name/print or type) several matters stated therein are in all respects true and knowledge of the deponent.

Legal Name of Bidder: _____

Business Address: _____

City and State: _____

Signature and Title of person Authorized to Sign the Bid or Proposal:

Name: _____

Title: _____

Subscribed and Sworn to before me this _____ day of _____, 2016

(Seal)
(If bid is by a corporation)

(Notary Public)
(Seal)

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF)

SS: _____
Project Name

I, _____, [Affiant], of the city of _____ in

the State of _____ being of full age and being duly sworn according to law on my oath
depose and say that:

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

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

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me this

_____ day of _____.

Notary Public of:

My Commission expires _____, 2016.

6.7 CONSENT OF SURETY

An appropriate consent by a surety company qualified to do business in the State of New Jersey bonding itself unconditionally to become surety for the full and faithful performance of the contract in an amount equal to 100% (One hundred percent) of the contract price in the event its principal is awarded the contract.

6.8 PROPOSAL

Proposal for Solid Waste Collection beginning _____ .

Borough of Englewood Cliffs:

I or we, _____, of

_____ [Address, hereby agree to provide complete performance in accordance with the Contract and Specifications for the prices listed on the Proposal Sheets.

Note: Bidders are required to sign all Option Proposal Sheets.
Bidders are invited to bid on all or any Option Proposal.

Signature [Affix seal if a corporation].

Title

PROPOSAL FORM

**FOR THE FURNISHING OF SOLID WASTE DISPOSAL SERVICES
FOR THE
BOROUGH OF ENGLEWOOD CLIFFS
BERGEN COUNTY, NEW JERSEY**

To: The Honorable Mayor and Council
Borough of Englewood Cliffs, New Jersey

The undersigned hereby declares that he has carefully read and examined the Specifications and the form of Questionnaire for solid waste disposal services for the Borough of Englewood Cliffs, Bergen County, New Jersey, for which bids were advertised to be received on June 15, 2016 at 11:00 a.m.

Having examined said Specifications and the Notice to Bidders, and having made a thorough study of the conditions to be met in carrying out said Specifications, the undersigned hereby offers to do all of the work and furnish all of the labor, materials, tools vehicles, implements, equipment and transportation to disposal facilities all in accordance with said specifications, for the lump of gross sums given below, for the respective periods, to wit:

(COST OF DISPOSAL FEES PER TON (DUMPING AND TIPPING FEES) SHALL BE BASED ON A MINIMUM COLLECTION OF 160 TONS PER MONTH)

I. 1 Year Term - August 1, 2016 through July 31, 2017

A. Every day collection and disposal of garbage: \$_____

B. Cost of Disposal fees per ton (Dumping and Tipping Fees): \$_____

Monthly Bill will be accompanied by a Certified Weight slip indicating actual tonnage disposed of.

II. 2 Year Term – August 1, 2016 through July 31, 2018

1st Year

A. Every day collection and disposal of garbage: \$_____

B. Cost of Disposal fees per ton (Dumping and Tipping Fees): \$_____

Monthly Bill will be accompanied by a Certified Weight slip indicating actual tonnage disposed of.

2nd Year

A. Every day collection and disposal of garbage: \$_____

B. Cost of Disposal fees per ton (Dumping and Tipping Fees): \$_____

Monthly Bill will be accompanied by a Certified Weight slip indicating actual tonnage disposed of.

III. 3 Year Term - August 1, 2016 through July 31, 2019

1st Year

A. Every day collection and disposal of garbage: \$ _____

B. Cost of Disposal fees per ton (Dumping and Tipping Fees): \$ _____

Monthly Bill will be accompanied by a Certified Weight slip indicating actual tonnage disposed of.

2nd Year

A. Every day collection and disposal of garbage: \$ _____

B. Cost of Disposal fees per ton (Dumping and Tipping Fees): \$ _____

Monthly Bill will be accompanied by a Certified Weight slip indicating actual tonnage disposed of.

3rd Year

A. Every day collection and disposal of garbage: \$ _____

B. Cost of Disposal fees per ton (Dumping and Tipping Fees): \$ _____

Monthly Bill will be accompanied by a Certified Weight slip indicating actual tonnage disposed of.

IV. 4 Year Term - August 1, 2016 through July 31, 2020

1st Year

A. Every day collection and disposal of garbage: \$ _____

B. Cost of Disposal fees per ton (Dumping and Tipping Fees): \$ _____

Monthly Bill will be accompanied by a Certified Weight slip indicating actual tonnage disposed of.

2nd Year

A. Every day collection and disposal of garbage: \$ _____

B. Cost of Disposal fees per ton (Dumping and Tipping Fees): \$ _____

Monthly Bill will be accompanied by a Certified Weight slip indicating actual tonnage disposed of.

3rd Year

A. Every day collection and disposal of garbage: \$ _____

B. Cost of Disposal fees per ton (Dumping and Tipping Fees): \$ _____

Monthly Bill will be accompanied by a Certified Weight slip indicating actual tonnage disposed of.

4th Year

A. Every day collection and disposal of garbage: \$ _____

B. Cost of Disposal fees per ton (Dumping and Tipping Fees): \$ _____

Monthly Bill will be accompanied by a Certified Weight slip indicating actual tonnage disposed of.

The Borough specifically reserves the right to accept any individual bid for any term. In addition, the Borough may, in its discretion award the bid to the bidder providing the lowest total bid for any combination of base bids.

Accompanying this proposal is a CERTIFIED CHECK, CASHIERS'S CHECK or BID BOND for the sum of 10% of the Bid, not to exceed \$20,000.00 to the order of the Borough of Englewood Cliffs, which it is agreed may be retained by and shall become the property of the Borough of Englewood Cliffs as liquidated damages in accordance with the specifications in the event the solid waste service contract upon which this offer or proposal is made shall be awarded to the undersigned and the undersigned shall fail to execute a contract with the Borough of Englewood Cliffs under the conditions of this proposal, or to furnish the performance bond required within the time provided therefor.

Also accompanying this proposal is a certificate or bond form from a surety corporation authorized to do business in the State of New Jersey agreeing to furnish a bond in accordance with the requirements of the specification if this bid is accepted.

The undersigned, if other than an individual, is a partnership or corporation organized under the laws of the State of New Jersey having its principal office at the place designated below and is authorized to do business in the State of New Jersey.

The undersigned further agrees that this proposal shall remain irrevocable for a period of sixty (60) days from the date of bid opening set forth in the Advertisement for Bids.

The undersigned has herewith supplied necessary documentation in compliance with Chapter 33 of the Public Laws of 1977.

Name of Bidder: _____
(Print or type title of authorized representation of bidder)

Signature: _____

Address: _____

Date: _____

6.8.1 PROPOSED OPTION

CONTRACT

[FORM SUPPLIED BY BOROUGH]

VEHICLE DEDICATION AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF)

SS: _____
Project Name

I, _____, [Affiant], of the city of _____ in the
State of _____, am the _____

[Relationship to Bidder], being of full age and duly sworn according to law, on my oath depose
and say that:

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 this collection contract, I agree to commit, for use
only in the Borough of Englewood Cliffs, the number of collection vehicles reasonably calculated to
insure safe, adequate and proper service. I further warrant that in the event that dedication of
vehicles for use only in the Borough of Englewood Cliffs is not feasible, that the Borough of
Englewood Cliffs will not be responsible for disposal costs for waste generated outside the Borough
of Englewood Cliffs.

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 Borough of Englewood Cliffs to damages
arising therefrom.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this:

_____ day of _____, 2016

Notary Public of:

My Commission expires: _____, 2016

EXHIBIT A

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

2. 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 sex affectional or sexual orientation;

3. 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.

4. 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.

5. When hiring workers in each construction trade, the Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicant employment goal prescribed by N.J.A.C. 17:27-7.3; provided however, that the Affirmative Action Office may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions A, B, and C as long as the Affirmative Action Office is satisfied that the contract is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127 (N.J.A.C. 17:27), as amended and supplemented from time to time. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its

affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees to immediately take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

(B) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;

(2) To notify any minority and female workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;

(4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;

(6) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at

least possesses the skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of this paragraph, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract and on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) preceding provision shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement: provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ration established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of the preceding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

(D) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than 3 days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit copy of the Monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contact to the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

Provision (d) and (e) not required for subcontractors with four (4) or fewer employees or a Contractor how has presented evidence of a federally approved or sanctioned Affirmative Action Program.

(E) 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 (NJAC 17:27).

By _____

AFFIRMATIVE ACTION

**BIDDERS ARE REQUIRED TO COMPLY WITH
THE REQUIREMENTS OF
P.L. 1975, C. 127 (NJAC 17:27)**

AWARDING OF GOODS, SERVICES AND PROFESSIONAL SERVICE CONTRACTS

THE BOROUGH OF ENGLEWOOD CLIFFS WILL NEED FROM THE CONTRACTOR THAT WILL BE AWARDED A CONTRACT, THE FOLLOWING:

- 1. IF THE CONTRACTOR HAS A FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL WHICH CONSISTS OF A VALID LETTER FROM THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAM.**

* A PHOTO COPY OF THE LETTER OF APPROVAL IS TO BE SUBMITTED.

OR

- 2. A CERTIFICATE OF EMPLOYER INFORMATION REPORT**

* A PHOTO COPY SHOWING THE EXPIRATION DATE

OR

- 3. AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (AA302).**

Added manually:
Affirmative action affidavit
Language A form
Business registration statement
NJ DEP Diesel law fact sheet (2 pages)

**BOROUGH OF ENGLEWOOD CLIFFS
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Name of Bidder: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Borough of Englewood Cliffs ("Borough") finds a person or entity to be in violation of the principles which are the subject of this law, they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity for 45days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the Borough under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name: _____ Relationship to Bidder/Offeror: _____
Description of Activities: _____ _____
Duration of Engagement: _____ Anticipated Cessation Date: _____
Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

Disclosure of Investment Activities in Iran (cont'd)

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____