Addendum 1:

THE TOWNSHIP OF LAKEWOOD

2021 SOLID WASTE COLLECTION AND DISPOSAL SERVICE

1. INSTRUCTIONS TO BIDDERS

1.1. THE BID

The Township of Lakewood ("Township") is soliciting bid proposals from solid waste collectors interested in providing solid waste collection as outlined in these Bid Specifications. The contract period shall be for two (2) years, 24 consecutive months. Winning bidder, once under contract, shall commence work within 24 hours upon any request to do so by the township. Contractors may bid to provide their service to the Township by bidding on option E. All proposals shall be submitted in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H–6 et seq.

1.2. CHANGES TO THE BID SPECIFICATIONS

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

1.3. BID OPENING

All bid proposals will be publicly opened and read by the Director of Public Works at March 9, 2021 at 10:30 AM at the Department of Public Works, 1 America Avenue Lakewood, NJ 08701. Bids must be delivered by hand or by mail to the Director of Public Works no later than March 9, 2021 at 10:30 AM. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4. DOCUMENTS TO BE SUBMITTED

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

1. A photocopy of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126 et seq.

2. Questionnaire setting forth experience and qualifications;

3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed $20,000; payable to the Township of Lakewood;

4. Non-collusion affidavit;

5. Stockholder statement of ownership;

6. Certificate of surety;

7. Bid Proposal; and

8. Certification regarding investment activities in Iran, in accordance with N.J.S.A. 52:32–58.

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

"Contract administrator" is the person authorized by the contracting unit to 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 exercises functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

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

"Designated collected recyclable material" means all single stream recycling materials. (Plastic bottles, glass bottles, cardboard, metal cans, magazines, newspapers etc.)

"Designated collected solid waste" means all solid waste types. 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 within the Solid Waste Management Plan for use by the Lakewood Township.

Ocean County Landfill
2498 NJ-70,
Manchester Township, NJ 08759
732-323-8528

"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.S.A. 40A:11–2.

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

"Legal newspaper" means The Asbury Park Press, The Star-Ledger or other local Ocean County newspapers.

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

"Service area" means the geographic area described below. The service area(s) is(are) as follows:

Lakewood Township consisting of 24.98 square miles

"Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H–6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.

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

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

1. For a corporation or limited liability company, 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. 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 Lakewood in the amount of 10% of the highest aggregate 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 Lakewood.

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 Township of Lakewood.

3.4. "BRAND NAME OR EQUIVALENT"

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

3.5. COMPLIANCE

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

3.6. CONFLICT OF INTEREST AND NON–COLLUSION

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" 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 Lakewood agrees to the assignment or other disposition. No such assignment or 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 Township of Lakewood 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 Township of Lakewood's decision, in writing, by certified mail.

B. The contract will be awarded to the bidder whose aggregate bid price for the selected option is the lowest responsible bid.

C. The Township of Lakewood 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 Township of Lakewood rejects all bids, the Township of Lakewood 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 Lakewood 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 Lakewood to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Township of Lakewood shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11–2 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 prior to the award of contract.

B. Failure to provide the required one year performance bond at the time and place specified by the Township of Lakewood 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 Lakewood 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 two (2) 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 prior to the award of contract. The performance bond for each succeeding year shall be delivered to the Township of Lakewood 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 Township of Lakewood 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 Lakewood in re-bidding the contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

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

4.6. VEHICLE DEDICATION AFFIDAVIT

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

4.7. ERRORS IN PRICE CALCULATION

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

5. WORK SPECIFICATIONS

The Contractor(s) will be responsible for the curbside collection and disposal of all eligible waste, as defined below, from Lakewood's residential homes and apartment buildings, its Downtown commercial establishments and its Industrial Park complex. This contract is not associated with the Ocean County Board of Chosen Freeholders and the Department of Solid Waste Management Sponsored Household Hazardous Waste Program. Therefore, items listed within the household hazardous waste program such as oil, paints or hazardous chemicals are not within the scope of this contract. Except as noted below**,** curbside collection will only be from the public right of way and not from private property or private streets. The Contractor may not commingle Lakewood's waste with any other town or customer. Failure to keep them separate will be considered a default of contract and subject the Contractor to potential criminal penalties.

Unless otherwise specified, individual waste containers "units" shall be plastic or metal receptacles or bags not to exceed 32 gallons in size or 50 pounds in weight when filled. They may, however, be greater than 32 gallons in size or 50 pounds in weight when filled where a mechanical lifting device is utilized in the tipping of the individual waste container. Individual waste containers shall be equipped with two carrying handles.

All information for curbside collection and solid waste is described in Lakewood Township's Code of Ordinances Chapter 21 Solid Waste.

ELIGIBLE WASTE - All that material, garbage, refuse, solid waste, recyclables, household trash, treated and untreated lumber and rubbish discarded by residential units.

GARBAGE - Putrescible animal and/or vegetative waste resulting from the handling, preparation, consumption or cooking of food, and shall include any fecal waste from any animal or bird (when fecal matter has been separated from other waste and is double-bagged prior to placement for collection).

REFUSE – Refuse may consist of combustible or noncombustible solid wastes. All miscellaneous materials such as paper products, leather goods, rubber, crockery or other material not defined as recyclable or white goods.

SOLID WASTE - All garbage, rubbish, refuse and waste matter usually disposed of and normally generated by the occupants of residential and other property, disposed of by private and/or public collection and defined as "solid waste" by the New Jersey Solid Waste Management Act (N.J.S.A. 13:1E-3). Items classified as recyclables shall be prohibited from being commingled with solid waste.

HOUSEHOLD TRASH - Every waste accumulation of paper, sweepings, dirt, dust, rags, bottles, cans or other matter of any kind, other than garbage which is usually attendant to housekeeping.

RUBBISH - All materials generated by residential units consisting of materials other than food waste items not included in the current recycling/recyclable list.

With the use of automated collection, the Contractor shall collect all eligible waste placed at the curb in containers.. Subsequent to the award of contract, the winning bidder shall submit an operational plan consistent with the spirit of theses specifications to the Public Works Director for approval. The units shall be green (trash) and yellow (recyclables) and coded to fit into the Township waste systems. Each unit shall carry a permanently embossed logo and serial number identifying it for use in the Township only. This is to avoid or minimize theft. The Director of Public Works reserves the right to reject any unit not meeting acceptable standards. Any units needing repair or replacement will be performed by the DPW once notified of same by either the property owner or winning bidder.

5.1 Reserved

5.2.

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

Within all four collection zones of Lakewood Township consisting of 24.98 square miles.

5.3. COLLECTION OPTIONS

The entire town of Lakewood has a total of 22,061 households in aggregate. The individual number of single-family homes, multiple family homes and condominiums within this aggregate total is not available. The Township, including the downtown area and its Industrial complex has a total estimated population of 102,682 residents. The town encompasses 24.98 square miles.

The approximate minimum estimated workload in each zone is noted below.

Estimated Number of units below. Each stop may contain multiple containers ("units")

Trash "green units":	**Recycling "yellow units"**
1: 18,641	1: 8,603
2: 16,490	2: 7,612
3: 22,228	3: 10,258
4: 14,339	4: 6,618
TOTAL GREEN UNITS 71,698	TOTAL YELLOW UNITS 33,091

Township does not guarantee a minimum or maximum total tonnage or a minimum or maximum number of total units or stops per year over the lifetime of the initial two (2) year contract.

The winning bidder shall dispose of all collected solid waste at licensed county facilities. Should seen or unforeseen scenarios arise, and disposal of solid waste cannot be taken to a county facility, the Director of

Public Works shall be empowered to immediately allow, upon request, either verbally or otherwise, immediate access to dump said solid waste at Lakewood Township Facilities.

OPTION E

Clean Community Program: The Contractor will be responsible for providing trucks (rear load trucks or approved equal less than 10 years old) to collect refuse from specific identified neighborhoods as part of our Clean Communities Program. One (1) neighborhood cleanup will be conducted in each of the four (4) zones once per year based on the direction of the Township manager or Public Works Director and for the duration of the contract. At the neighborhood cleanup district, residents may dispose of trash, bulky items and other unwanted items, etc.

Method of Payment: Payment will be made based on cost per 8-hour day within the Township for all waste collected and disposed. (Recycling to be disposed at County facility, no charge to the Township for disposal.) The breakdown as shown on the bid proposal sheet is as following:

A. Cost per roll-off truck and driver. (Minimum required – two (2) roll-off trucks)**
B. Cost of 40-yard box (Minimum required – ten (10) 40-yard boxes)**
C. Cost per rear load truck with driver and labor. (Minimum required – 2 trucks)**
D. Cost per front load truck with curotto and driver. (Minimum required – 2 trucks)**
E. Cost per side-load truck and driver. (Minimum required – 2 trucks)**
F. Cost per supervisor w/ vehicle
G. Cost per labor.

**Township reserves the right to increase minimum requirements stated above, within a 24 hour notice.

The Contractor may utilize a Materials Recovery Facility (MRF) 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 the Contractor chooses to utilize an MRF, the Contractor shall identify the MRF on the proposal forms.

Additional information regarding resident responsibilities regarding garbage collections are as follows:

The owner or occupant of the residents, stores, apartment buildings and occupants of Lakewood's Industrial Park shall be responsible for placing the garbage and trash on the curbside in a suitable receptacle for pick up. Receptacles shall be placed on the curbside of the actual address of the property in front of the home.

The citizen will dismantle metal sheds, swings, fences, playground equipment etc. All lumber and branches shall be cut and bundled in four-foot (4') lengths. All lumber shall have all nails removed or bent over. Mirrors and glass shall be taped. Household appliances and furniture shall be neatly placed at the curb. Small quantities of brush (branches/twigs) shall be collected by the Contractor. The Contractor shall be responsible to inform the citizens of any additional bulk pick-up requirements**.** Other requirements may be imposed per Township ordinances

5.4. CONTAINERS

As specified above: 64-gallon and 96-gallon green and yellow containers, 2 to 30 CY.

5.5. COLLECTION SCHEDULE

A. All collection services, as described in these specifications, shall be performed on all designated days between 5:00am and 11:00 p.m.. The Township has been divided into four (4) solid-waste collection zones. Alternate scenarios will be possible to spread out the number of days to complete any zone upon approval of the winning bidder's operational plan including any other amendments or addendums thereto. Should seen or unforeseen scenarios arise outside the approved operational plan or the above zone schedule, the Director of Public Works shall be empowered to accept, impose, or otherwise direct scheduling changes at any time to complete a zone(s) on the following day, if needed. Winning bidder may work on any Federal or State Holiday. Should the Ocean County Facilities not be in operation during any worked holiday, the winning bidder may dump at Lakewood Facilities.

The Contractor shall collect the above materials from the zone(s) between the hours of 5:00 a.m. and 11:00 p.m., Monday through Thursday, or other approved days at the discretion of the Public Works Director or the approved operational plan provided by the winning bidder

When a collection day falls on a holiday, the awarded vendor shall make up that day on the following day or other approved day or days in conformance with the awardees approved operational plan provisions. Should seen or unforeseen scenarios arise outside the approved operational plan schedule, the Director of Public Works shall be empowered to accept, impose, or otherwise direct scheduling changes.

Any Saturday collection shall be completed in sufficient time to meet the schedule adopted by the Ocean County landfill**.** Garbage may not be kept more than 24 hours on any parked truck within the Township.

The Contractor shall not deviate in any manner from the approved schedule. Should the Contractor wish to alter the collection schedule in any way for an extended period of time greater than one week, he shall

first receive the approval of the Township. This approval shall be in writing only. Any and all changes shall then be advertised in the local newspapers and the Township shall be reimbursed by the Contractor for these fees. Temporary short-term scheduling changes shorter than one week will be coordinated by the Director of Public Works who shall be empowered to accept, impose, or otherwise direct scheduling changes. Scheduling changes required due to any State or National Emergency Declarations or any other executive order(s) beyond the Township's control will be strictly enforced on an as needed basis.

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

All Federal Holidays for each respective year of contract.

5.6. SOLID WASTE DISPOSAL

A. All solid waste collected within the township shall be disposed of in accordance with the Ocean 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 Ocean County Landfill located at:

2498 NJ-70,
Manchester Township, NJ 08759
Phone:732-323-8528

B. The Township of Lakewood reserves the right to designate another disposal facility [or, if applicable, disposal facilities] in accordance with the County's 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 Township of Lakewood will assume all additional costs or benefits that are associated with such designation.

5.7. VEHICLES AND EQUIPMENT

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

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

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

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

E.. Subject to the prior approval of the Township, the contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. It will be the contractor's responsibility to decipher same. These would include rear loaders equipped with "tippers", side loaders, open body and other commercially available semi-automated vehicles for the efficient and timely collection of waste. The bidder shall specify the type and size of vehicle to be used in the spaces provided in this bid or a written inventory and/or written dealer commitment to be able to supply same. The contractor shall maintain all collection vehicles in good working order and shall ensure that no collection vehicle is used in such a manner that littering and spillage of solid waste occurs, **NO EQUIPMENT IN THE FLEET USED WITHIN LAKEWOOD CAN BE OLDER THEN (10) TEN YEARS AT ANY GIVEN TIME DURING THE TERM OF THE CONTRACT (Model Year Governs)**. The Township may inspect the Contractor's collection vehicles during the term of the Contract to ensure that the collection vehicles are being operated and maintained in accordance with the requirements of New Jersey Division of Motor Vehicles regulations. The Contractor shall comply with all reasonable requests to inspect collection vehicles and shall comply with the Township requests relative to the maintenance, cleanliness and repair of the collection vehicles. Failure to respond to reasonable requests to inspect shall constitute a breach of Contract and may result in termination of the Contract. Upon Contractor's failure to respond to reasonable requests regarding maintenance, cleanliness and repair of a collection vehicle, the Township shall have the right to order the nonconforming collection vehicle out of service. In such event, the Contractor shall provide, at its sole cost and expense, a conforming vehicle. All vehicles shall be in compliance with minimum safety and sanitary regulations of the State of New Jersey and these specifications. All trucks shall be registered with the New Jersey Department of

Environmental Protection and Energy, in accordance with N.J.A.C. 7:26-3.1 et seq. and N.J.A.C. 7:27.32 et seq. All vehicles shall comply with the regulations of the New Jersey Department of Transportation and the United States Department of Transportation. In addition, all vehicles shall be designed to meet the ANSI A245.1 safety standards or the latest version thereof.

All trucks shall be required to utilize clean fuel technology. This means that all solid waste removal vehicles shall either run on compressed natural gas (CNG), liquid propane gas (LPG), E85 fuel, biodiesel (B100), Regeneration Engines, methane or be electric hybrids, etc Should the successful bidder not meet the stated clean fuel requirements, a grace period until November 15, 2020 will be given to the Contractor. It is understood that the availability of clean fuel technology equipment may not be available for all collection activities (e.g., trucks used to haul roll-off containers) at this time. In that event, vehicles in this category may operate on a biodiesel blend, at the highest level recommended by the vehicle manufacturer (e.g., B20), or other fuel acceptable to the Township. The Township is amenable to any new or emerging regulated truck technologies as well upon written request after the award of contract and must be approved by the Director of Public Works. All existing trucks and any newly introduced trucks into the awardees fleet must be registered as stated above under Section D. All vehicles shall be equipped with two-way communication devices or drivers with cell phones that can communicate with the Contractor's garage, supervisor, and the Director of Public Works or his designee.

Vehicles shall also be equipped with technology that can collect data related to the location of the vehicle during the workday such as GPS or other current transportation technologies as approved by Lakewood Township. All expenses for same shall be included within the bid at no additional cost. The date/time of collection for addresses serviced under the terms of this contract shall be collected and monitored by the contract awardee or their duly noted representative(s). Lakewood Township shall not have real-time or collected data access to said technologies unless the contract awardee wishes to share same; or is ordered to share same via a court of law. However, the contract awardee or their duly noted representative(s) shall furnish date/time/address of truck(s) to assist the Director of Public Works or any designee upon request when the need arises from time to time for any reason whatsoever to properly serve the residents of the Township.

All trucks shall be of the same color, bear the name and address of the Contractor including a toll free 1-800, 888 etc. number, be regularly cleaned and bear individual I.D. numbers and lettering six (6) inches high on both sides of the vehicle.

All trucks and equipment shall contain the proper identification as required by State, County and local rules and regulations.

All vehicles must be equipped with a broom, shovel, and spill kit so that immediate cleanup of any spilled or dropped material can take place.

The Contractor shall provide a daily vehicle log on forms to be approved by the Contract Administrator, of all the solid waste vehicles being used to provide service to the Township at the start of each workday. Said listing shall include, but not be limited to:

1. Truck Number
2. Vehicle License Plate Number
3. The NJ DEP decal number
4. The type of vehicle (front/rear load/side loader or other)
5. Driver Name
6. Crew Name(s)
7. Tare weight – to eliminate garbage being collected prior or post day without the Township's knowledge.

NOTE: Contractor pays for all gasoline and any and all equipment maintenance including any alternate fuel sources or electrical charging. **Please specify the size and type vehicles in your fleet on the attached sheet. Also specify the type of collection system being bid on the attached sheet.**

5.8. NAME ON VEHICLES

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

5.9. TELEPHONE FACILITIES AND EQUIPMENT

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

B. Telephone service shall be maintained on all collection days, between the hours of 5:00AM and 11:00 PM. The Township of Lakewood shall list the Contractor's telephone number in the Telephone directory along with other listings for the Township of Lakewood.

5.10. FAILURE TO COLLECT

A. The Contractor shall report to the Business Administrator and Director of Public Works within one (1) hour of the start of the collection day all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day.

The following damages have been determined to be Township losses and shall be assessed by the Township for violations of the Contract:

a. Failure of a truck and crew to operate and finish a regular scheduled collection day - $2,000 administrative fee plus the cost to the Township to rectify failure to perform.

b. Failure to clean up materials spilled on the sidewalk or roadways - $400 administrative fee plus the cost to the Township to rectify failure to perform.

c. Failure of the Contractor to provide any trucks or crews for collection on a given day, unless due to severely bad weather - $2,000 administrative fee plus the cost to the Township to rectify failure to perform.

d. Failure of the Contractor to collect roll-off carts as scheduled - $100 per cart per day.

The above shall be treated as liquidated damages and not as a penalty. The Director of Public Works shall determine if a violation has occurred and, if so, shall assess the damages. The damages will be deducted from the next payment due to the Contractor. In the event the Contractor disputes the determination of the Director of Public Works, he shall do so in writing. The Township and Contractor shall each appoint one person as an arbitrator from the American Arbitration Association (AAA). The process shall proceed in accordance with AAA rules and the party requesting arbitration shall pay all fees.

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 Manager and Director of Public Works within twenty-four (24) hours of the receipt of same. The Contractor shall keep a record of complaints and the date and time of the responses to such complaints, as well any action taken.

B. The Contractor shall submit a copy of all complaints received and the action taken to the Township of Lakewood.

5.12. SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract. The Contractor shall be subject to liquidated damages for breach thereof.

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.

B. Contractor shall submit all invoices to the Township of Lakewood for reimbursement no more than 30 days from the end of the preceding Billing Month.

C. Lakewood Township shall pay all invoices within 60 days of receipt. Lakewood Township will not be obligated to pay a defective invoice until the defect is cured by the Contractor. Township shall then have 30 days from the date of the receipt of the corrected invoice to make payment.

Invoices may specify the number and type of vehicle used for collection in Township, the number of stop/pick up locations or units as applicable, loads per truck, the number of cubic yards, number of units or dumpsters (containers) collected, number of shifts worked and the tonnage of the material disposed of each day during the billing month. The tonnage for which Township 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. Vehicles may be weighed at the end of a shift or day. The number of yellow and green units for which the Township shall be charged shall be the cumulative total of all units collected during the billing cycle. The number of dumpsters on a per day basis or the per day services (8-hour shifts) shall also be clearly depicted as needed for option E.

The Contractor shall submit an invoice setting forth the costs, including all taxes and surcharges, of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, Township shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the disposal facility. The invoices shall specify the number and type of vehicle used for collection. The invoice shall contain certified monthly receipts issued by the disposal facility showing:

1. The amount of the invoice and the origin of the waste;
2. Dates of delivery
3. The truck license plate number;
4. The total number of units, shift hours, quantity and weight of the waste; etc., and
5. The authorized tipping rate plus all taxes and surcharges.

Where Township will be invoiced directly by the disposal facility for the costs of disposal of solid waste, the disposal facility shall bill the Township directly for all costs (including taxes and surcharges) and include the information listed above.

5.14. COMPETENCE OF EMPLOYEES

Competency - The Contractor's employees shall be competent in their work. If any person employed shall appear incompetent or disorderly, the Township shall notify the Contractor and specify how the employee is incompetent or disorderly. The Contractor shall take the necessary 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 shall possess a valid New Jersey driver's license for the type of vehicle operated.

Safety policy - Contractor will provide a detailed itemization of its safety policy to the Township to include Drug and Alcohol policy, hiring procedures that includes how background checks are performed, training procedures for all new hires, and monthly Safety meetings. This bid shall not allow the use of "Temporary Labor" to be used.

.5.15. SUPERVISION OF EMPLOYEES AND COMMUNITY OUTREACH

Superintendent/Foreman - The Contractor shall employ a dedicated Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Township-designated Contract Administrator, in writing,

that a dedicated supervisor has been appointed. Such notification shall be given prior to beginning performance of the Contract. The Contractor shall promptly notify the Township-designated Contract Administrator, in writing, of any changes.

Toll-free number - The Contractor shall maintain a special toll-free number attended by an employee of the Contractor. The Contractor's telephone number shall be in service prior to commencement of service and the Township-designated Contract Administrator shall be responsible for publishing the number in the same manner it publishes the telephone numbers of all providers of governmental services.

Route supervisor - The Contractor shall provide a daily route supervisor to meet and/or contact (e.g., by phone) a Lakewood Township Public Works designee. Contractor shall supply the Township with a daily truck roster. This information shall be submitted to the Township's Public Works Solid Waste/Recycling designee via email or as directed.

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 MINIMUM requirements of N.J.A.C. 7:26H–6.17. The insurance policy shall name the Township of Lakewood as an Additional Named insured indemnifying the Township of Lakewood with respect to the Contractor's actions pursuant to the Contract.

Pursuant to 7:26H-6.17 Insurance requirements:

(a) If a contract is awarded, the contractor shall be required to purchase and maintain during the life of the contract, comprehensive general and contractual liability insurance, comprehensive auto-mobile liability insurance and workers' compensation insurance with limits of not less than the following:

1. For workers' compensation, unlimited coverage and in accordance with New Jersey statutes for employer's liability;
2. For comprehensive general and contractual liability insurance coverage, the policies to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract, bodily injury liability limits of $ 1,000,000 each person and property damage liability limits of $ 3,000,000 each occurrence; and
3. For comprehensive automobile liability insurance coverage. bodily injury liability limits of $ 500,000 each person and $ 1,000,000 each occurrence, and property damage liability limits of $ 1,000,000 each occurrence.

(b) The insurance certificate shall list the Township of Lakewood as additional insured on the comprehensive general contractual liability, automobile liability, and umbrella policies.
(c) Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without 30 days prior written notice to the contract administrator. All insurance required pursuant to (a) above shall remain in full force and effect until the final contract payment.
(d) Each insurance policy shall provide that neither the contractor, nor its insurer, shall have any right to subrogation against the governing body. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.
(e) Certificates of insurance shall be delivered to the contract administrator at the time designated by the contracting unit provided however, that the time so designated shall be after the contract is awarded and prior to the commencement of performance.

5.17. CERTIFICATES

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

5.18. INDEMNIFICATION

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

6. BIDDING DOCUMENTS

6.1. BIDDING DOCUMENTS CHECKLIST

(a)	Photocopies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E–126 et seq.
(b)	Statement of bidder's qualifications, experience and financial ability.
(c)	A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the [CONTRACTING UNIT].
(d)	Stockholder statement of ownership.
(e)	Non-collusion affidavit.
(f)	Consent of surety.
(g)	Proposal.
(h)	Certification regarding investment activities in Iran in accordance with N.J.S.A. 52:32–58.

....

Name of Firm or Individual Title

....

Signature Date

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

Name .....

Complete Address .....

.....

.....

Telephone Number .....

_____

Certificate Number

Date .....

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

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

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS: [PROJECT NAME]

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

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

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the [GOVERNING BODY] 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 [CONTRACTING UNIT] 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 [GOVERNING BODY] may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

6. I do hereby authorize the [CONTRACTING UNIT], 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 [CONTRACTING UNIT] with any information necessary to verify the answers given.

.....	.....
Name of Firm or Individual	Title

.....	.....
Signature	Date
Subscribed and sworn to before me this	
_____ day of _____, 19___.	
.....	
Notary Public of	
My Commission expires _____, 19___.	

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

QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the Township of Lakewood. 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 Lakewood Township 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 Township of Lakewood in the past five years? If the answer is “Yes”, state when, where and why. A complete explanation is required.

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

6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.

(a) Name of contracting unit;

(b) Approximate population of contracting unit;

(c) Term of contract from to;

(d) How were materials collected?

(e) Give location of disposal site or sites and methods used in the disposal of solid waste;

(f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.

8. Where can this equipment described above be inspected?

9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.

10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.

11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.

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

13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection.

In accordance with N.J.S.A. 40A:11–13(f), the bidder shall additionally submit a financial statement if a financial statement is Federally required as a condition upon the awarding of a monetary grant to be used for the purchase, contract or agreement.

14. Additional remarks.

6.4. BID GUARANTY

[FORM SUPPLIED BY CONTRACTOR]

6.5. STOCKHOLDER STATEMENT OF OWNERSHIP

[FORM SUPPLIED BY CONTRACTING UNIT]

6.6. NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS: [PROJECT NAME]

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

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

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

....

Name of Firm or Individual Title

....

Signature Date

Subscribed and sworn to before me this

_____ day of _____, 19.....

.....

Notary Public of

6.7. CONSENT OF SURETY

[FORM HELD BY THE CONTRACT UNIT]

6.8. PROPOSAL

Proposal for Solid Waste Collection beginning _____.

[NAME OF THE CONTRACTING UNIT _____]:

I or We .....

of .....

.....

[COMPLETE ADDRESS]

.....

[CITY, STATE, ZIP]

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

NOTE:

Bidders are required to sign all Option Proposal sheets.

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

..... Affix seal if a corporation.

Signature

.....
Title

6.8.1. PROPOSAL

Option E	Clean Community Program clean up cost per 8-hour day within the Township.	xxxx	
Brake Down Option E.	A. Cost per roll-off truck and driver. (Minimum required – two(2) roll-off trucks)** B. Cost of 40-yard box (Minimum required – ten (10) 40-yard boxes)** C. Cost per rear load truck with driver and labor. (Minimum required – 2 trucks)** D. Cost per front load truck with curotto and driver. (Minimum required – 2 trucks)** E. Cost per side-load truck and driver. (Minimum required – 2 trucks)** F. Cost per supervisor w/ vehicle G. Cost per labor. **Township reserves the right to increase minimum requirements stated above, within a 24-hour notice.		A. B. C. D. E. F. G.

....

Individual Name of Firm or Title

....

Signature Date

7. CONTRACT DOCUMENTS

7.1. CONTRACT

7.2. (Reserved)

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS: [PROJECT NAME]

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

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

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 Lakewood] to damages arising therefrom.

....

Name of Firm or Individual Title

....

Signature Date

Subscribed and sworn to before me this

_____ day of _____, 20___.

.....

Notary Public of

My Commission expires _____, 20___.

7.4. (Reserved)

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS: [PROJECT NAME]

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

I am employed by the firm of [NAME OF BIDDER_____], the bidder submitting the Bid Proposal for the above named project, in the capacity of [TITLE OF AFFIANT _____], and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

....

Name of Firm or Individual Title

....

Signature Date

Subscribed and sworn to before me this

_____ day of _____, 20___.

.....

Notary Public of

My Commission expires _____, 20___.

End of Document

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