



**BOROUGH OF MONTVALE**

**BID SPECIFICATIONS FOR:**

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

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**1. INSTRUCTIONS TO BIDDERS**

**1.1 THE BID**

The *Borough of Montvale* is soliciting bid proposals from solid waste collectors interested in providing solid waste and recyclable materials collection and disposal services for a period of **three (3) years, subject to one (1) two-year or two (2) one-year mutual extensions in accordance with N.J.S.A. 40A:11-15**, to commence on September 1, 2020, and ending on August 31, 2023, as may be extended, 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 Ridgewood News and in the Bergen Record.

**1.3 BID OPENING**

All bid proposals will be publicly opened and read by the Borough Clerk and/or the Borough Engineer at the Municipal Complex at 12 Mercedes Drive, Montvale, New Jersey at **11:00 a.m. prevailing time on Friday, May 15, 2020** (the "Bid Opening Date"). Bids must be delivered by hand or by mail to the Borough Clerk no later than the Bid Opening Date. 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 Bid Opening Date will be returned, unopened, to the bidder.

**1.3.A PRE-BID MEETING**

A pre-bid meeting will be held on Tuesday, April 21, 2020, at the Municipal Complex at 12 Mercedes Drive, New Jersey at 11:00 a.m. prevailing time.

**1.4 DOCUMENTS TO BE SUBMITTED**

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

1. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
2. Statement of bidder's qualifications, experience and financial ability;
3. A Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the highest aggregate three (3) year bid, not to exceed \$20,000; payable to the *Borough of Montvale*;
4. Statement of Ownership;
5. Non-Collusion Affidavit;
6. Consent of Surety with Power of Attorney for total amount of the highest aggregate first-year bid proposal;
7. Bid Proposal;
8. Business Registration Certificate;
9. Holiday schedule.

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 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 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 aluminum, glass, ferrous materials, leaves, newspaper, magazines and telephone books, corrugated cardboard, grass, white goods, household generated batteries, and as further described in the Code Book of the Borough of Montvale.

"*Designated collected solid waste*" means solid waste types 10 and 13, as defined herein and which shall include any and all refuse including furniture, televisions, but shall not include "Designated collected recyclable materials" as further described in the Code Book of the Borough of Montvale. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal Facility" means those sites designated in the Bergen County Solid Waste Management Plan for use by the *Borough of Montvale* and must be duly permitted and licensed facility, regardless of location of such facility. Contractor shall report per yard cost or estimated cost of disposal (tipping fees) with bid submission and every year of the contract by September 1<sup>st</sup> of the year prior. The market for disposal of recyclable material shall be designated by the contractor.

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

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including: New Year's Day, Martin Luther King Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Columbus Day, Thanksgiving and Christmas Day. If Disposal Facility is not closed on these Holidays, contractor may collect solid waste and recyclables according to the schedule.

"Legal Newspaper" means the Ridgewood News and The Bergen Record.

"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: The entire Borough of Montvale broken into three (3) zones (East, Central, and West) for solid waste and vegetative debris and four (4) districts (District 1, District 2, District 3, and District 4) for recyclables including those properties which are within the Borough of Montvale but which are accessible via roadways in neighboring municipalities.

"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 *Borough of Montvale* 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 alternate bids. *The Borough of Montvale* may, at its discretion,

award the contract to the bidder whose aggregate bid price for the base bid plus the selected alternate(s) is the lowest responsible bidder; provided, however, the *Borough of Montvale* shall not award the contract based on the bid price for any alternate alone.

- E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.
- F. In addition to the above submission requirements each bid shall contain the following:
  - 1. Per ton cost or estimated cost of disposal (tipping fees) for leaves and vegetative waste, and street sweeping debris.
  - 2. Holiday schedule and if contractor works or disposal facility is open on a holiday.

### **3.2. BID GUARANTEES**

- A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the *Borough of Montvale* in the amount of 10% of the highest aggregate first year bid submitted, not to exceed twenty thousand dollars (\$20,000), must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in this 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 Montvale*.

### **3.3. EXCEPTIONS TO THE BID SPECIFICATIONS**

Any material 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 may result in the rejection of the Bid Proposal by the *Borough of Montvale*.

### **3.4. "BRAND NAME OR EQUIVALENT" 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 *Borough of Montvale*.

### **3.5. COMPLIANCE**

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

### **3.6. CONFLICT OF INTEREST AND NON-COLLUSION**

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

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

### **3.7. NO ASSIGNMENT OF BID**

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder

to assign or otherwise dispose of its duties and obligations under the contract, provided that the *Borough of Montvale* agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

#### 4. AWARD OF CONTRACT

##### 4.1. GENERALLY

- A. The 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 contracting unit, 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(s) is the lowest responsible bid.
- C. The Mayor and Council reserve the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Mayor and Council reject all bids, the *Borough of Montvale* shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

##### 4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the *Borough of Montvale* 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 Montvale* to declare the contractor non-responsive and to award the contract to the next lowest bidder.

##### 4.3. RESPONSIBLE BIDDER

The *Borough of Montvale* 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 for the first year concurrent with the delivery of the executed contract to the *Borough of Montvale* Clerk during regular business hours.
- B. Failure to provide the required one-year performance bond at the time and place specified by the *Borough of Montvale* 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 *Borough of Montvale* 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 three (3) year contract, as it may be extended, the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the current annual value of the contract. The successful bidder shall provide said performance bond, for the first year, concurrent with the delivery of the executed contract to the *Borough of Montvale*

Clerk during regular business hours. The performance bond for each succeeding year shall be delivered to the *Borough of Montvale* 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 and Council 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 include the costs incurred by the *Borough of Montvale* 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 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 contracting unit:
1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its letter of approval.
  2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photocopy of the certificate.
  3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.
- C. If the Contractor does not submit the affirmative action document within the required time period the *Borough of Montvale* 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 Montvale* to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

#### **4.6. VEHICLE DEDICATION AFFIDAVIT**

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the *Borough of Montvale* 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 Mayor and Council may not award a contract until all tabulations are complete.



**5. WORK SPECIFICATIONS**

The *Borough of Montvale* solicits bids for the Collection and disposal solid waste and recyclable materials as described herein:

- A. Contract duration of three (3) years beginning at 7:00 a.m., September 1, 2020 and ending August 31, 2023, as it may be extended pursuant to law. The contract is subject to one (1) two-year extension or two (2) one-year extensions, at the mutual option of the *Borough of Montvale* and the successful bidder.
- B. The service area(s) is (are) as follows:
  - 1. The entire Borough of Montvale shall be broken into three (3) zones (East, Central, and West) for solid waste and vegetative waste collection
  - 2. The entire Borough of Montvale shall be broken into four (4) districts (District 1, District 2, District 3, and District 4) for recyclables collection including those properties which are within the Borough of Montvale but which are accessible via roadways in neighboring municipalities.
- C. Additional detail concerning collections is provided in Schedule A attached hereto.

**5.1.** The Contractor shall provide service for the Contract awarded by the Mayor and Council of the *Borough of Montvale*. All collection will be curbside unless otherwise noted herein.

**5.2.** The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the *Borough of Montvale* as described below:

Solid Waste: East Zone, Central Zone, and West Zone (See Schedule A for details)

Recyclables: District 1, District 2, District 3, and District 4 (See Schedule A for details)

Vegetative Waste, Leaf Collection, Christmas Tree Collection: East Zone, Central Zone, and West Zone (See Schedule A for details)

**5.3. COLLECTION OPTIONS**

**A. BASE BID**

The following materials shall be collected as described below. The Contractor may request the collection day to be changed with approval by the *Borough of Montvale*.

Solid Waste: Collection one (1) time weekly (See Schedule A for Current Schedule).

Recyclables: Collection of recyclable materials as “single-stream.” Collection once every two (2) weeks (See Schedule A for Schedule).

Vegetative Waste: Collection once weekly on the first solid waste collection day in the Zone from April 1<sup>st</sup> through October 15<sup>th</sup>. Vegetative waste includes leaves, sticks, branches, brush, grass, etc., commonly found in the environment.

Leaf Collection: Collection once weekly on the first solid waste collection day in the Zone from October 15<sup>th</sup> through December 31<sup>st</sup>. Collection of leaves shall follow Christmas Tree Collection if necessary due to warm and mild fall and early winter season.

Christmas Tree Collection: Collection once weekly on the first solid waste collection day in the month of January. If severe weather occurs, which would preclude Christmas tree pickup, the pickup shall be extended into February for that time period or number of pickups missed due to inclement weather.

White Goods: Collected on an as-needed basis at residence curb by calling the Disposal Contractor to arrange a pick-up time.

## **B. ALTERNATES**

Alternate A: During the months of June, July and August, collection of Solid Waste increased to two (2) times weekly.

Alternate B: During the entire year, collection of recyclable materials one (1) time weekly (in lieu of collection once every two weeks).

## **C. GENERAL INFORMATION FOR ALL OPTIONS**

The Contractor shall indicate the manner in which residual materials and non-recyclable materials, if any, that are placed at the curb for pick-up will be handled and disposed of. **Upon collection, Contractor shall be deemed to have ownership of all recyclable materials and will be entitled to retain any and all amounts received due to the sale and/or disposal of such material.**

The Borough may require of the Contractor a statement as to the key personnel who will be assigned to a position of responsibility in connection with the recyclable collection and disposal including names, positions, qualifications and experience.

The Contractor shall also provide a name and telephone number for a contact person during normal business hours.

### **1. RECYCLABLE MATERIALS**

Past and future estimated quantities of recyclable materials are shown on the Municipal Data sheet included as part of these specifications.

Commingled recyclables shall be defined as mixtures of all colors of glass, aluminum, "tin" cans, plastic bottles and other recyclable materials not including cardboard/paper products. Should the *Borough of Montvale* require collection of additional types of recyclable materials, the Contractor shall be required to perform these collections for a prorated increase in the contract amount. Any prorated fees shall be negotiated with the Borough. Failure to do so will result in no increase in fees.

"Single-stream" recyclables shall be defined as a mixture of commingled recyclables plus recyclable cardboard/paper products.

The Contractor acknowledges that the collection responsibilities in each zone or district,

as the case may be, shall include, without limitation, all apartments, condominiums, co-operatives, or other housing complexes where such service is presently being provided or where the Contractor is notified that service at such location shall commence with this contract.

The Contractor shall perform periodic inspections of solid waste garbage during collection. If it is found that recyclable materials are comingled with solid waste, the contractor shall not pick up the solid waste container(s) and will place a sticker on the container(s) notifying the homeowner of the comingled waste. Stickers will be provided to the Contractor by the Borough.

Contractor shall indicate whether a truck scale or equivalent weighing device will be used to determine the weight of the recyclable materials delivered to the drop off site(s) and the weight of the recyclables leaving the Borough.

### **3. VEGETATIVE WASTE, LEAVES, and STREET SWEEPING DEBRIS**

Past and future estimated quantities of vegetative waste, leaves, and street sweeping debris are shown on the Municipal Data sheet included as part of these specifications.

The Contractor acknowledges that the collection responsibilities in each zone or district, as the case may be, shall include, without limitation, all apartments, condominiums, co-operatives, or other housing complexes where such service is presently being provided or where the Contractor is notified that service at such location shall commence with this contract.

Contractor shall indicate whether a truck scale or equivalent weighing device will be used to determine the weight of the vegetative waste, leaves, and street sweeping debris delivered to the drop off site(s) and the weight of these materials leaving the Borough.

#### **5.4. CONTAINERS**

For curbside pickup, refuse shall be disposed in containers not exceeding thirty-two (32) gallons. For Borough-owned properties and for certain condominiums, townhomes, apartments and other multi-family units, the containers to be collected shall be as identified in the Municipal Data Sheet attached hereto. The Code Book of the Borough of Montvale requires residents to use compostable bags for vegetative waste and leaves.

**The contractor is cautioned that all garbage cans, containers, etc., shall be returned to the sidewalk or curb in an upright position with lids on. Failure to return cans, containers, etc. to the sidewalk or curb in an upright position shall result in a fine of \$25.00 per incident.**

#### **5.5. COLLECTION SCHEDULE**

- A. All collection services, as described in these specifications, shall be performed on all designated days between 7:00 AM and 4:00 PM. Collection may commence at 6:30 AM on Grand Avenue, Kinderkamack Road and Middletown Road; no collection shall occur on these roads between 8:00 AM and 9:00 AM.
- B. The following legal holidays are exempted from the waste collection schedule: New Year's Day, Martin Luther King Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Columbus Day, Thanksgiving and

Christmas Day. Collection not performed on account of legal holidays shall be performed on the next day together with all collections regularly scheduled for that day. If the Disposal Facility is not closed on these Holidays, contractor may collect solid waste and recyclables according to the schedule.

**5.6. SOLID WASTE DISPOSAL**

- A. All solid waste collected within the *Borough of Montvale* shall be disposed of in accordance with the Bergen 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 a duly-permitted and licensed facility, regardless of location of such facility.
- B. The *Borough of Montvale* reserves the right to designate another Disposal Facility [or, if applicable, Disposal Facilities] in accordance with the Bergen County Solid Waste Management Plan or in the event that the designated Disposal Facility [or, if applicable, Disposal Facilities] is unable to accept waste. The *Borough of Montvale* will assume all additional costs or benefits that are associated with such designation.

**5.6.A. RECYCLABLE MATERIALS DISPOSAL**

- A. All recyclable materials collected within the *Borough of Montvale* shall be disposed of at a duly-permitted and licensed facility, regardless of location of such facility, and all vegetative recyclable materials shall be disposed of at a duly-permitted and licensed facility, regardless of location of such facility.
- B. The *Borough of Montvale* reserves the right to designate another Disposal Facility [or, if applicable, Disposal Facilities] in the event that the designated Disposal Facility [or, if applicable, Disposal Facilities] is unable to accept waste. The *Borough of Montvale* 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 water-tight. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.
- C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.
- D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

**5.8. NAME ON VEHICLES**

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

**5.9. TELEPHONE FACILITIES AND EQUIPMENT**

- A. The Contractor must provide and maintain an office within reasonable proximity of the *Borough of Montvale* with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.
- B. Telephone service shall be maintained on all collection days, between the hours of 8:00 AM and 5:00 PM. The *Borough of Montvale* shall list the Contractor's telephone number in the telephone directory along with other listings for the *Borough of Montvale*.

**5.10. FAILURE TO COLLECT**

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

**5.11. COMPLAINTS**

- A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint log shall be available for inspection by the *Borough of Montvale*.
- B. The Contractor shall submit a copy of all complaints received and the action taken to the *Borough of Montvale*.

**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 the Liquidated Damage clause herein contained for breach hereof.

**5.13. INVOICE AND PAYMENT PROCEDURE**

- A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.
  - 1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the *Borough of Montvale* for the preceding calendar month (the "Billing Month").
  - 2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the *Borough of Montvale* for reimbursement.
- B. The *Borough of Montvale* shall endeavor to pay all invoices within 30 days of receipt. The *Borough of Montvale* will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The *Borough of Montvale* shall have 30 days from the date of receipt of the corrected invoice to make payment.
- C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the *Borough of Montvale* shall be charged shall be the difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle.
- D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of

disposal, the *Borough of Montvale* 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 in the governing body; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

1. the amount of the invoice;
2. the origin of the waste;
3. the truck license plate number;
4. the total quantity and weight of the waste; and
5. the authorized tipping rate plus all taxes and surcharges.

E. Where the *Borough of Montvale* will pay the costs of disposal, the disposal facility shall bill the *Borough of Montvale* directly for all costs (including taxes and surcharges).

**5.14. COMPETENCE OF EMPLOYEES**

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

**5.15. SUPERVISION OF EMPLOYEES**

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.

**5.16. INSURANCE REQUIREMENTS**

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

**5.17. CERTIFICATES**

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

**5.18. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the *Borough of Montvale*, its employees, officials, officers and agents from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the *Borough of Montvale*, its employees, officials, officers and agents 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). Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- \_\_\_ (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 *Borough of Montvale*.
- \_\_\_ (d). Statement of Ownership.
- \_\_\_ (e). Non-Collusion Affidavit.
- \_\_\_ (f). Consent of Surety with Power of Attorney for total amount of the first-year lump sum base bid.
- \_\_\_ (g). Bid Proposal.
- \_\_\_ (h). Holiday schedule.

\_\_\_\_\_  
**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:

**"SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE"**

I, \_\_\_\_\_, am the (OWNER, PARTNER, PRESIDENT, OR CORPORATE OFFICER) of \_\_\_\_\_, and being duly sworn, I depose and say:

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

Name of Firm or Individual	Title
Signature	Date

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_ 20\_\_.

Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_\_\_, 20\_\_.

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

## QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the *Borough of Montvale*. **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 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. 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 bidders 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**

**BID BOND**

(To be used in lieu of Certified Check)

**KNOW ALL MEN BY THESE PRESENTS,**

that we the undersigned \_\_\_\_\_ (Name of Principal) as **PRINCIPAL**, and \_\_\_\_\_ (Name of Surety) as **SURETY**, are held and firmly bound unto **THE BOROUGH OF MONTVALE, BERGEN COUNTY, NEW JERSEY**, hereinafter called **MUNICIPALITY**, in the penal sum of \_\_\_\_\_ (penal sum shall be equal to the total aggregate bid price, but not to exceed \$20,000) **DOLLARS** lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE OBLIGATION IS SUCH**, that, whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, 20\_\_\_\_, for

**“SOLID WASTE AND RECYCLABLE MATERIALS, COLLECTION & DISPOSAL SERVICE”**

**NOW, THEREFORE**, if the Principal shall not withdraw said bid within the period specified therein to wit: 60 days after the opening of the same, and shall, within forty five (45) days after the prescribed forms are presented to him for signature, enter into a written Contract with the **MUNICIPALITY** in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and the payment of all persons performing labor or furnishing materials in connection therewith; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, the Principal shall pay the **MUNICIPALITY**, within 30 days after being notified in writing of the award of a contract for said work to another bidder and the amount of said bidder’s bid, the difference, not to exceed the penalty hereof, between the amount specified in the principal’s bid and the amount of the bid of such other bidder, if the latter amount be in excess of the former, then the above obligation shall be void, otherwise to remain in full force and effect.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to proper authority.

In the Presence of:

\_\_\_\_\_  
\_\_\_\_\_  
(Principal)

Seal

\_\_\_\_\_  
\_\_\_\_\_  
(Surety)

Seal

**6.5 STATEMENT OF OWNERSHIP**

**CORPORATE OR PARTNERSHIP DISCLOSURE STATEMENT**

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent part that no partnership or corporation shall be awarded any State, County, Municipal or School District Contract for the performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information:

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

**BIDDERS MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:**

- A. The following Stockholders or Partners own 10% or more of the company submitting bid:

<u>NAME</u>	<u>ADDRESS</u>

- B. If Stockholder or partner named above is a Corporation, copy this page and complete as if that Stockholder or partner is submitting bid.
- No Stockholder or Partner owns 10% or more of the company submitting bid:
- Bid is being submitted by an individual who operates as a sole proprietorship.

Signature \_\_\_\_\_

Name/Title \_\_\_\_\_

Subscribed and sworn to before me this

Seal:

\_\_\_\_ day of \_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public of  
My Commission expires \_\_\_\_\_, 20\_\_.

**6.6 NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY }  
COUNTY OF } s.s.:

**“SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE”**

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

I am employed by the firm of \_\_\_\_\_, the bidder submitting the Bid Proposal for the above-named project, in the capacity of \_\_\_\_\_ and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise 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 *Borough of Montvale* Mayor and Council rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

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

\_\_\_\_\_  
(Name of Bidder)

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

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_  
My Commission expires \_\_\_\_\_, 20\_\_.

**6.7 CONSENT OF SURETY**

**CONSENT OF SURETY**

Know all men by these presents, that for and in consideration of the sum of \$1.00 dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the \_\_\_\_\_ (Surety Company) a corporation organized and existing under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of New Jersey certifies and agrees, that if the Contract for:

**“SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE”**  
is awarded to \_\_\_\_\_ (Name of Bidder), the undersigned corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection therewith. In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this day of \_\_\_\_\_, 20\_\_\_\_\_.

A Corporate Acknowledgment and Statement of Authority issued by the Surety are attached hereto.

By \_\_\_\_\_

, Surety

Attest: \_\_\_\_\_

, Attorney-In-Fact

(SEAL)

**6.8 BID PROPOSAL**

Proposal for:

**“SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE”**

*Beginning September 1, 2020 in the*

*BOROUGH OF MONTVALE:*

I or We \_\_\_\_\_ of  
[COMPANY NAME]

\_\_\_\_\_  
\_\_\_\_\_  
[COMPLETE ADDRESS]

\_\_\_\_\_  
[CITY, STATE, ZIP]

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

Bidder’s Total Bid Price(s), for purposes of bid comparison, shall be calculated by multiplying Bidder’s lump sum and per-unit bid prices times the projected quantities for each respective service for the relevant contract period. The same calculation shall be used for comparing Alternate bids.

In addition, Contractor is to provide per unit (single family, condominium, and/or townhouse) price for collection services. This price is for the Borough to assess price increase if or when additional units are approved in the Borough.

**Bidder acknowledges that this contract shall be subject to one (1) two-year or two (2) one-year mutual extensions in accordance with N.J.S.A. 40A:11-15.**

**NOTE: Pursuant to N.J.A.C. 7:26H-6.5, Bidders are required to sign all Proposal sheets. Failure to comply with this provision shall result in rejection of the bid.**

**Affix seal if a corporation.**

\_\_\_\_\_  
Name:  
Bidder:  
Title:



**6.8.1**

**BASE BID**

**COLLECTION SCHEDULE**

The following materials shall be collected as described below. The Contractor may request the collection day to be changed with approval by the *Borough of Montvale*.

**Solid Waste:** Collection one (1) time weekly (See Schedule A for Current Schedule).

**Recyclables:** Collection of recyclable materials as "single-stream." Collection once every two (2) weeks (See Schedule A for Schedule).

**Vegetative Waste:** Collection once weekly on the first solid waste collection day in the Zone from April 1<sup>st</sup> through October 15<sup>th</sup>. Vegetative waste includes leaves, sticks, branches, brush, grass, etc., commonly found in the environment.

**Leaf Collection:** Collection once weekly on the first solid waste collection day in the Zone from October 15<sup>th</sup> through December 31<sup>st</sup>. Collection of leaves shall follow Christmas Tree Collection if necessary due to warm and mild fall and early winter season.

**Christmas Tree Collection:** Collection once weekly on the first solid waste collection day in the month of January. If severe weather occurs which would preclude Christmas tree pickup, the pickup shall be extended into February for that time period or number of pickups missed due to inclement weather.

**White Goods:** Collected on an as-needed basis at residence curb by calling the Disposal Contractor to arrange a pick-up time.

**Alternate A:** During the months of June, July and August, collection of Solid Waste increased to two (2) times weekly.

**Alternate B:** During the entire year, collection of recyclable materials one (1) time weekly (in lieu of collection once every two weeks).

Affix seal if a corporation.

\_\_\_\_\_  
Name:

Bidder:

Title:

**BASE BID: THREE (3) YEAR CONTRACT WITH SINGLE-STREAM RECYCLING COLLECTION**

(September 1, 2020 through August 31, 2023)

**BASE BID**

**YEARLY BID PRICES:**

YEAR	CURBSIDE COLLECTION (ALL MATERIALS) & <u>SOLID WASTE DISPOSAL</u> (ALL-INCLUSIVE LUMP SUM)	VEGETATIVE WASTE AND LEAVES DISPOSAL (TIPPING) FEE PER YARD	STREET SWEEPING DISPOSAL (TIPPING) FEE PER TON
#1	\$ _____  _____ IN WORDS	\$ _____  _____ IN WORDS	\$ _____  _____ IN WORDS
#2	\$ _____  _____ IN WORDS	\$ _____  _____ IN WORDS	\$ _____  _____ IN WORDS
#3	\$ _____  _____ IN WORDS	\$ _____  _____ IN WORDS	\$ _____  _____ IN WORDS

**Note: All revenue earned from the disposal of recyclable materials is to be retained by the contractor.**

**Affix seal if a corporation.**

Name: \_\_\_\_\_

Bidder:

Title:

**ALTERNATE "A": DURING JUNE, JULY AND AUGUST, SOLID WASTE COLLECTION INCREASED TO TWO (2) TIMES WEEKLY**

**YEARLY BID PRICES:**

YEAR	ADDITIONAL COST FOR ADDING SECOND WEEKLY SOLID WASTE COLLECTION DURING JUNE, JULY AND AUGUST (ALL-INCLUSIVE LUMP SUM)
#1	\$ _____ _____ IN WORDS
#2	\$ _____ _____ IN WORDS
#3	\$ _____ _____ IN WORDS

**NOTE: If Alternate "A" is awarded by the Borough, the above-quoted prices will be added to the first column in the Base Bid, and the combined total shall be used for tabulating bidder's lump sum collection and solid waste disposal bid. Bid prices for disposal of vegetative waste, leaves and street sweeping debris materials will remain as set forth in the Base Bid.**

**Affix seal if a corporation.**

\_\_\_\_\_  
**Name:**  
**Bidder:**  
**Title:**

**ALTERNATE "B": DURING THE ENTIRE YEAR, COLLECTION OF RECYCLABLE MATERIALS ONE (1) TIME WEEKLY**

**YEARLY BID PRICES:**

YEAR	ADDITIONAL COST FOR CHANGE TO YEARLY RECYCLING COLLECTION ONCE PER WEEK (ALL-INCLUSIVE LUMP SUM)
#1	\$ _____ _____ IN WORDS
#2	\$ _____ _____ IN WORDS
#3	\$ _____ _____ IN WORDS

**NOTE: If Alternate "B" is awarded by the Borough, the above-quoted prices will be added to the first column in the Base Bid (plus the bid for Alternate "A", if awarded), and the combined total shall be used for tabulating bidder's lump sum collection and solid waste disposal bid. Bid prices for disposal of vegetative waste, leaves and street sweeping debris materials will remain as set forth in the Base Bid.**

**Affix seal if a corporation.**

\_\_\_\_\_  
**Name:**

**Bidder:**

**Title:**

**PER-UNIT PRICE FOR ADDITIONAL UNITS**

**Contractor is to provide price per unit (single family, condominium, and/or townhouse) for collection services.**

**This price is to be used to determine the equitable increase in the Contract Price if and when additional units are constructed in the Borough.**

**BASE BID PRICING – YEARLY PER UNIT PRICE FOR CURBSIDE COLLECTION (ALL MATERIALS) AND SOLID WASTE DISPOSAL ONE (1) TIME WEEKLY:**

\_\_\_\_\_ \$ \_\_\_\_\_  
(Unit Price in Words) (Per Unit)

**ALTERNATE “A” PRICING – ADDITIONAL YEARLY PER UNIT PRICE IF ALTERNATE “A” IS AWARDED:**

\_\_\_\_\_ \$ \_\_\_\_\_  
(Unit Price in Words) (Per Unit)

**ALTERNATE “B” PRICING – ADDITIONAL YEARLY PER UNIT PRICE IF ALTERNATE “B” IS AWARDED:**

\_\_\_\_\_ \$ \_\_\_\_\_  
(Unit Price in Words) (Per Unit)

\_\_\_\_\_  
**Name:**  
**Bidder:**  
**Title:**

**Affix seal if a corporation.**

7. CONTRACT DOCUMENTS

7.1. CONTRACT

Contract shall be in form provided by and/or satisfactory to the Borough.

7.2. PERFORMANCE BOND

Bond shall be in form satisfactory to the Borough.

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS:

**“SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE”**

I, \_\_\_\_\_, am the (OWNER, PARTNER, PRESIDENT, OR CORPORATE OFFICER) of the \_\_\_\_\_, and being duly sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the *Borough of Montvale* Mayor and Council rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit, for use only in the in the *Borough of Montvale*, 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 *Borough of Montvale* is not feasible, that the *Borough of Montvale* will not be responsible for disposal costs for waste generated outside the *Borough of Montvale*.

I also understand and agree that failure to comply with the representations container herein shall be cause for breach of contract and will entitle the *Borough of Montvale* 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. CERTIFICATE OF INSURANCE**

Certificate shall be in form satisfactory to the Borough.

**7.5. AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } SS:

**“SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION & DISPOSAL SERVICE”**

I, \_\_\_\_\_, of the City of \_\_\_\_\_ in the State [Commonwealth] of \_\_\_\_\_ being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of \_\_\_\_\_, the bidder submitting the Bid Proposal for the above named project, in the capacity of \_\_\_\_\_, and I have executed the Bid Proposal with full authority to do so. Further, the bidder 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\_\_.

## ATTACHMENT #1

### Goods and Services Contracts - Mandatory Language

P.L. 1975, C. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE  
GOODS AND SERVICES CONTRACTS

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

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

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

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

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

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



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

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

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

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

## ATTACHMENT #2

P.L.2009, Chapter 88 (N.J.S.A. 34:11-68)

### MANDATORY WAGE RECORD KEEPING

#### SOLID WASTE COLLECTION AND TRANSPORTATION CONTRACTORS

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

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

1. The Contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract, and any other records deemed necessary by the Commissioner of Labor and Workforce Development, or his duly authorized representatives, for the enforcement of wage payments. In addition, the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the Borough of Montvale, any other party to the contract, and the Commissioner.
2. The Contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form satisfactory to the Commissioner, to the Borough of Montvale for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development's "Payroll Certification for Public Works Project" and completing columns 1-5 for each covered employee. The certification shall be submitted to the Borough of Montvale, 12 Mercedes Drive, Montvale, New Jersey 07645.

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

**ATTACHMENT #3**

**BOROUGH OF MONTVALE - MUNICIPAL DATA SHEETS**

**MUNICIPAL DATA INFORMATION 2017**

Solid Waste: 2,096.2 Tons

Single Stream Comingled Recyclables (Glass, Aluminum, Tin, Plastic, Paper & Cardboard): 577.65 Tons

Vegetative Waste (Including Leaves): 972.43 Tons

**MUNICIPAL DATA INFORMATION 2018**

Solid Waste: 2,844.46 Tons

Single Stream Comingled Recyclables (Glass, Aluminum, Tin, Plastic, Paper & Cardboard): 473.06 Tons

Vegetative Waste (Including Leaves): 922.16 Tons

**MUNICIPAL DATA INFORMATION 2019**

Solid Waste: 3,138.3 Tons

Single Stream Comingled Recyclables (Glass, Aluminum, Tin, Plastic, Paper & Cardboard): 550.7 Tons

Vegetative Waste (Including Leaves): 834.55 Tons

**MONTVALE MUNICIPAL DATA SHEET 2020**

<b>TOTAL RESIDENTIAL SOURCES</b>	<b>Units</b>		
Single Family	2128		Curbside Container Size - 32 Gallon Max
Multi-Family	0		
Townhomes/Condominiums	664		Curbside Container - 32 Gallon Max / Dumpster size TBD
OTHER	0		
<b>Total</b>	<b>2792</b>		

<b>MULTI-FAMILY RESIDENTIAL</b>	<b>Units</b>		
<b>Total</b>	<b>0</b>		

<b>CONDOMINIUMS/TOWNHOMES</b>	<b>Units</b>	<b>Type</b>	<b>Container</b>
Rolling Ridge	168	Condos	Dumpsters (supplied by Assoc.)
The Reserve	81	Townhomes	Curbside Container
Georgetown	16	Condos	Curbside Container
Bear Brook	33	Townhomes	Curbside Container
Alayna/Katy	37	Townhomes	Curbside Container
Valley View	128	Condos	Dumpster (supplied by Assoc.)
Four Seasons	72	Condos	Dumpster (supplied by Assoc.)
Olde Woods	22	Townhomes	Curbside Container
Summit Ridge	59	Condos	Curbside Container
The Enclave	20	Townhomes	Curbside Container
Montvale Commons	28	Senior	Dumpster (supplied by Assoc.)
<b>Total</b>	<b>664</b>		

<b>INSTITUTIONAL SOURCES</b>	<b>Units</b>		
Schools	2		Two (2) six-yard solid waste containers and one (1) three-yard container for paper at Memorial School. One (1) six-yard solid waste and one (1) three-yard container for paper at Fieldstone School. Solid waste to be collected three (3) times weekly and paper one (1) time weekly. Schedule can be modified on off-school weeks but must be coordinated with the DPW Superintendent.
Houses of Worship	0		
<b>Total</b>	<b>2</b>		

<b>COMMERCIAL SOURCES</b>	<b>Units</b>		<b>Container Size - N/A</b>
<b>Total</b>	<b>0</b>		

**ATTACHMENT #4**

**BOROUGH OF MONTVALE - COLLECTION AND DISPOSAL PROJECTIONS**

**Projections September 1, 2020 through August 31, 2021**

Population: 8,700  
Solid Waste: 3,150 Tons  
Vegetative Waste: 550 Tons  
Number of Pulls at Recycling Center: 180

**Projections September 1, 2021 through August 31, 2022**

Population: 9,000  
Solid Waste: 3,250 Tons  
Vegetative Waste: 575 Tons  
Number of Pulls at Recycling Center: 180

**Projections September 1, 2022 through August 31, 2023**

Population: 9,300  
Solid Waste: 3,350 Tons  
Vegetative Waste: 600 Tons  
Number of Pulls at Recycling Center: 180

# SCHEDULE A

**MONTVALE BOROUGH  
GARBAGE AND RECYCLING PICKUP ZONES**

**Garbage Pickup - East Zone**

Garbage pickups for the east zone of the borough will take place on Monday.  
(Alternate "A" – add Thursday during June, July and August)  
Yard vegetation waste (leaves/grass/shrub/branches) will be picked up on Monday only.

Antrim Road	Main Street
Arthur Court	Maple Avenue
Blauvelt Court	Marion Road
Blue Hill Road	Maze Road
Bryan Drive	McGuire Court
Camron Court	Meadow Lane
Cardinal Court	Middletown Road
Conrad Court	Moulton Drive
Cottage Avenue	Murray Road
Crest Road	Myrtle Street
Dolores Drive	Nichols Road
East Montvale Road	Norgate Drive
Echo Hill	North Middletown Road
Erie Avenue	Oak Street
Fairview Avenue	Pennsylvania Avenue
Georgetown Court	Phyllis Drive
Grand Avenue East	Prospect Avenue
Hemlock Street	Raven Road
Ivy Lane	Roberts Road
Jefferson Place	Rutherford Place
Joan Terrace	South Middletown Road
John Steet	Spruce Street
Ladik Place	Williams Road
Lewis Road	Wilson Road
Locust Street	Windsor Road

## Garbage Pickup - Central Zone

Garbage pickups for the central zone of the borough will take place on Tuesday.  
(Alternate "A" - add Friday during June, July and August)  
Yard vegetation waste (leaves/grass/shrub/branches) will be picked up on Tuesday only.

Azalea Lane	Maureen Court
Bayberry Drive	Memorial Drive
Birch Terrace	Mulberry Lane
Bramble Way	Nottingham Court
Brook Avenue	Oakland Drive
Clover Court	Park Street
Columbine Court	Pearl Avenue
Concord Court	Pine Street
Cooks Lane	Pineview Terrace
Crestview Terrace	Plymouth Place
Cypress Peak Lane	Quail Ridge
Dogwood Lane	Railroad Avenue
Donnybrook Road	Robin Hood Court
Eagle Ridge	Shadow Lane
Ellsworth Terrace	Shady Trail
Eucalyptus Road	Sheppard Drive
Forest Avenue	Short Avenue
Franklin Avenue	Sloping Hill Lane
Glen Avenue	Stag Hill Road
Grand Avenue West (to Chestnut Ridge Road)	Stone Hollow Road
Greenbriar Lane	Sunnyside Drive
Grove Street	Terkuile Road
Hamilton Street	Terry Court
Hartel Lane	Twin Oaks Drive
Hering Road	Valemont Road
Hillcrest Avenue	Walnut Street
Hillside Terrace	Waverly Street
Hollow Wood Lane	Wayne Street
Hope Street	West Drive
Hunting Ridge Court	West Montvale Road



**Garbage Pickup - Central Zone (cont.)**

Jan Court	Westminster Court
Jules Lane	Westmoreland Avenue
Kinderkamack and Park	White Oak Court
Kinderkamack Road-North	Wildwood Court
Kinderkamack Road-South	Williamsburgh Way
Lexington Lane	Woodland Road
Madison Avenue	Wortendyke Avenue
Magnolia Avenue	

## Garbage Pickup - West Zone

Garbage pickups for the west zone of the borough will take place on Wednesday.

(Alternate "A" - add Saturday during June, July and August)

Yard vegetation waste (leaves/grass/shrub/branches) will be picked up on Wednesday only.

Akers Avenue	Ihnen Court
Apple Hill Court	June Lane
Barbara Lane	Lark Lane
Beechwood Road	Laurel Brook Road
Belnay Lane	Linderman Lane
Blue Sky Lane	Lomas Lane
Boxwood Lane	Longridge Road
Bradley Lane	Morgan Court
Candlelight Drive	Niklerain Court
Charlotte Court	North Avenue
Cherokee Trail	Old Chestnut Ridge
Cherry Lane	Old Woods Lane
Chestnut Ridge Road	Olde Lantern Court
Cider Mill Court	Partridge Run
Craig Road	Pine Hollow
Deepwood Lane	Post Lane
Demarest Lane	Powder Hill
Edgren Way	Serrell Drive
Florence Court	Smoke Rise Court
Forshee Circle	Spring Valley Road
Four Seasons Lane	Stembrook Road
Foxhill Road	Strawberry Hill Court
Garden Lane	Stuyvesant Road
Gelnaw Lane	Summer Tree Way
Grand Avenue West of Chestnut Ridge Road	Summit Avenue
Green Way	Sunrise Drive
Heather Ridge Lane	Surrey Lane
Heatherstone Way	Sweeney Court

**Garbage Pickup - West Zone (cont.)**

Hickory Hill	Thier Lane
High Ridge Road	Timberland Trail
Highland Road	Upper Saddle River Road
Hilton Place	Valley View Terrace
Holdrum Court	Van Wyck Street
Huff Terrace	Wren Way

## Recycling Pickup - District 1

Recycling pickup will take place on the first Tuesday after contract commencement, and every other week thereafter, for the following streets in this district.

This schedule applies to all recyclable material.  
(Alternate "B" - collection shall be every week)

Antrim Road	Montvale Avenue
Bryan Drive	Moulton Drive
Camron Court	Mulberry Lane
Conrad Court	Myrtle Lane
Crest Road	Oak Street
Dolores Drive	Pearl Street
Erie Avenue	Pennsylvania Avenue
Glen Lane	Phyllis Drive
Grove Street	Pine Street
Hemlock Street	Roberts Road
Hillcrest Avenue	Rutherford Place
Ivy Lane	Short Avenue
Jefferson Place	Spruce Street
Joan Terrace	Walnut Street
John Street	West Drive
Ladik Place	Williams Road
Locust Street	Williamsburg Way
Main Street	Windsor Road
Marion Road	Wortendyke Avenue
Maze Road	

## Recycling Pickup - District 2

Recycling pickup will take place on the first Tuesday after contract commencement, and every other week thereafter, for the following streets in this district.

This schedule applies to all recyclable material.

(Alternate "B" - collection shall be every week)

Arthur Court	Maple Avenue
Birch Terrace	McGuire Court
Bauvelt Court	Meadow Lane
Blue Hill Road	Middletown Road
Brook Avenue	Murray Road
Cardinal Court	Nichols Road
Cottage Avenue	Norgate Drive
East Grand Avenue	Nottingham Court
Echo Hill Road	Oakland Drive
Fairview Avenue	Prospect Avenue
Forrest Avenue	Quail Ridge
Franklin Avenue	Raven Road
Hamilton Street	Stone Hollow Road
Hartel Lane	Waverly Place
Hillside Terrace	Wayne Street
Kinderkamack Road	Westmoreland Avenue
Lewis Road	Wilson Road
Madison Avenue	

### Recycling Pickup - District 3

Recycling pickup will take place on the second Tuesday after contract commencement, and every other week thereafter, for the following streets in this district.

This schedule applies to all recyclable material.

(Alternate "B" - collection shall be every week)

Apple Hill Court	Laurel Brook Road
Barbara Lane	Linderman Lane
Beechwood Road	Lomas Lane
Belnay Lane	Longridge Road
Blue Sky Lane	Maureen Court
Boxwood Lane	Morgan Court
Bradley Lane	North Avenue
Candlelight Drive	Old Chestnut Ridge
Charlotte Court	Old Lantern Court
Cherry Lane	Partridge Run
Chestnut Ridge Road	Pine Hollow
Cider Mill Court	Post Lane
Craig Road	Powder Hill
Deepwood Lane	Robinhood Court
Edgren Way	Smoke Rise Court
Ellsworth Terrace	Spring Valley Road
Eucalyptus Street	Stembrook Road
Florence Court	Strawberry Hill Court
Forshee Circle	Stuyvesant Road
Four Seasons Lane	Summertree Way
Foxhill Road	Summit Avenue
Garden Lane	Sunrise Drive
Grand Avenue West	Surrey Lane
Hearthstone Way	Terry Court
Heather Ridge	Thier Lane
Hickory Hill	Timberland Trail
High Ridge Road	Upper Saddle River Road
Holdrum Court	Valley View Terrace
Huff Terrace	Van Wyck Street
Ihnen Court	Wren Way
Lark Lane	

### Recycling Pickup - District 4

Recycling pickup will take place on the second Tuesday after contract commencement, and every other week thereafter, for the following streets in this district.

This schedule applies to all recyclable material.  
(Alternate "B" - collection shall be every week)

Akers Avenue	Jan Court
Azalea Lane	Jules Lane
Bayberry Drive	June Lane
Bramble Way	Lexington Lane
Brook Avenue	Magnolia Avenue
Cherokee Trail	Niklerain Court
Clover Court	Old Woods Lane
Columbine Court	Pineview Terrace
Concord Drive	Plymouth Place
Cocks Lane	Serrell Drive
Crestview Terrace	Shadow Lane
Cypress Peak Lane	Shady Trail
Demarest Lane	Sheppard Drive
Dogwood Lane	Sloping Hill Lane
Donnybrook Road	Stag Hill Road
Eagle Ridge	Steep Hollow Lane
Gelnaw Lane	Sunnyside Drive
Greenbriar Lane	Terkuile Road
Green Way	Twin Oaks Road
Hering Road	Valemont Road
Highland Road	Westminster Court
Hilton Place	White Oak Court
Hollow Wood Lane	Wildwood Court
Hope Street	Woodland Road
Hunting Ridge Court	