

BOROUGH OF PENNS GROVE  
UNIFORM BID SPECIFICATIONS  
SOLID WASTE COLLECTION  
AND RECYCLING COLLECTION  
SERVICES

## 1. INSTRUCTIONS TO BIDDERS

### 1.1. THE BID

The Borough of Penns Grove is soliciting bid proposals from solid waste and recycling collectors interested in providing solid waste collection and/or disposal services and recycling services for a period of 12 months commencing January 30, 2024 and ending on January 31, 2025 in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq. The bid provides for the option for an additional contract of 12 months on the same terms and conditions as the initial 12-month term. The Borough may elect either option when awarding the contract.

### 1.2. CHANGES TO THE BID SPECIFICATIONS

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

### 1.3. BID OPENING

All bid proposals will be publicly opened and read by the Municipal Clerk or her designee at the Borough Hall, 1 State Street, Penns Grove, NJ 08069. on **Wednesday, October 25, 2023 at 10:00 AM. Bids must be delivered by hand or by mail to the Clerk no later than 10:00 AM on October 25, 2023.** All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

### 1.4. DOCUMENTS TO BE SUBMITTED

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

1. 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;
2. Questionnaire setting forth experience and qualifications;

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

4. Non-collusion affidavit;

5. Stockholder statement of ownership;

6. Certificate of surety; and

7. Bid Proposal; and

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

9. Russia Belarus Statement.

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 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 (list designated recyclables and the ordinance )

“Designated collected solid waste” means solid waste types 10. Designated collected solid waste shall not consist of bulky items, 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.

"Designated collected recyclable material" means Class A Recyclables as per the Salem County Solid Waste/Recycling Plan. All recycling is considered "single stream".

“Disposal facility” means those sites designated in the Salem County Solid Waste Management Plan for use by The Borough of Penns Grove.

SALEM COUNTY IMPROVEMENT AUTHORITY  
McKillip Road, P.O. Box 674, Alloway, N.J. 08001

“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:  
New Year’s Day, Independence Day, Good Friday, Memorial Day, Labor Day, Thanksgiving and Christmas.

“Legal newspaper” means the South Jersey Times.

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

“Service area” means the geographic area described below. The service area(s) is(are) as follows: The Borough of Penns Grove is 1.6 square miles bounded on the North, South and East by the Township of Carney’s Point; on the South by the Delaware River.

“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 Penns Grove in the advertisement for bids.

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

1. For a corporation, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:

a. The authorization is made in writing by a person described in sections 1 and 2 above; and

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

D. The bid proposal contains option bids. The Borough of Penns Grove may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder; provided, however, they shall not award the contract based on the bid price for separate options.

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

### 3.2. BID GUARANTEES

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

### 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 Specification or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Borough of Penns Grove.

### 3.4. BRAND NAME "OR EQUAL" SUBSTITUTIONS

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

### 3.5. COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state, and federal laws and regulations in the submission of the Bid

Proposal and, if the bidder is awarded the contract, in the performance of the contract including, but not limited to provision of the successful bidder's Business Registration Certificate issued by the New Jersey Division of Revenue prior to the time of the contract, purchasing order or contracting document is awarded or authorized pursuant to 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 Borough of Penns Grove agrees to the assignment or other disposition.

## 4. AWARD OF CONTRACT

### 4.1. GENERALLY

A. The Borough of Penns Grove shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at

the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough's decision, in writing, by certified mail.

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

C. The Borough of Penns Grove 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 Borough Council rejects all bids, the Borough of Penns Grove 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 Penns Grove 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 Penns Grove to declare the contractor non-responsive and to award the contract to the next lowest bidder.

#### 4.3. RESPONSIBLE BIDDER

The Borough of Penns Grove shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1 and N.J.A.C. 7:26H-6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

#### 4.4. PERFORMANCE BOND

A. For a one year contract, the successful bidder shall provide a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond to the Office of the Borough Clerk, Borough Hall, 1 State Street, Penns Grove, NJ 08069 prior to or concurrent with delivery of the executed contract which shall not be later than **October 18, 2023**.

B. Failure to provide the required performance bond at the time and place specified by the Borough of Penns Grove 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 Penns Grove 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. Failure to deliver a performance bond for any year of a multi- year contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough of Penns Grove 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 Borough of Penns Grove in re-bidding the contract.

#### 4.5. AFFIRMATIVE ACTION REQUIREMENTS

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

#### 4.6. VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that The Borough of Penns Grove 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 Proposal Form(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Borough of Penns Grove may not award a contract until all tabulations are complete.

## 5. WORK SPECIFICATIONS

### 5.1

The Contractor shall provide service for a period of twelve months, to be extended at the Borough's option and by mutual agreement for an additional period of twelve months.

### 5.2

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

The Borough of Penns Grove is comprised of 4,869 plus residents living within 1.60 square miles.

### 5.3. COLLECTION

1. Trash and reuse shall be collected on Wednesdays and Thursdays. In the event that the collection day falls on a holiday, the Contractor may request the collection day be changed with approval by the Borough of Penns Grove provided that notice is given two weeks in advance. This collection day is subject to modification should the contractor be required to collect on a different day by the landfill.
2. Refuse to be collected shall include such materials placed at the curb according to trash regulations specified in the Municipal Code. The specified articles and packaging are subject to revision should the Salem County landfill refuse to accept certain materials and subject to the trash and recycling regulations and Ordinances adopted by the Borough of Penns Grove.
3. Due consideration must be given to all property owners to be serviced according to Borough ordinances.
4. Curbside refuse collection is to be accomplished for those residents living in less than multiple-family dwellings (no more than three (3) residential units). Commercial, Institutional and Municipal establishments are also excluded from curbside pick-up. This converts to approximately 1400 plus/minus units to be serviced.
5. All work shall be performed in a sanitary and inoffensive manner, subject to inspection by Borough officials. All trash dropped on a street must be retrieved immediately.

6. Collection shall be made from all houses, buildings and streets, including public receptacles in parks and on West Main Street in the Borough of Penns Grove with the exception of locations specifically excluded from this contract: Collection from any location engaged in private contract with the owner or occupant shall not be made by the contractor at this time. Collection shall be made only from the authorized locations within the Borough.

7. The contractor shall make collection from all public containers which shall be emptied and replaced in their proper location unless otherwise arranged with the Borough of Penns Grove Public Works Manager or his designee.

8. All refuse collected in the Borough of Penns Grove is to be segregated from any and all refuse collected by the contractor from any other area. The contractor shall enter the Borough of Penns Grove with an empty truck which shall be inspected at the Borough Public Works Building, 22 East Griffith Street, before commencing collection. Upon completion of the collection, the contractor shall transport the refuse to the Salem County Landfill. In the event the Borough of Penns Grove shall receive a charge from the Salem County Utilities Authority for refuse that has not originated in the Borough of Penns Grove, liability for payment will lie solely with the Contractor. Penns Grove personnel are designated to receive and review the weight slips issued by the Salem County Utility Authority.

9. All municipal solid waste and recycling that is intended to be disposed of through the Borough's municipal solid waste collection services shall be thoroughly and completely drained of all liquids. All municipal solid waste and recycling that is intended to be disposed of through the Borough's municipal solid waste collection services shall be placed in a container(s) made of galvanized iron or heavy-duty plastic with two (2) carrying handles, or in a heavy-duty plastic bag(s), for pickup. All containers and bags shall be covered or closed, as applicable, at all times. Curbside pick-up for refuse and recycling per pick-up day shall be limited to four (4) 32-gallon containers and shall not exceed 40-pounds when filled. Bulk refuse shall be limited to eight (8) items.

10. All municipal solid waste and recycling that is intended to be disposed of through the Borough's municipal solid waste collection services shall not be mixed or commingled with any matter not specifically permitted. Grass clippings shall not be collected. The Contractor for refuse collection shall be prohibited from collecting any receptacles placed at curbside on a regular refuse collection day, which also contains recyclable materials. The Contractor shall be prohibited from collecting any receptacles placed

at the curbside on a regular recyclable collection day, which contain any non-recyclables.

11. All receptacles shall be promptly replaced in an upright position out of the traveled way and not on the sidewalk after being emptied. The Contractor shall use every precaution to prevent any materials from being spilled in or on any premises, including any portion of a building, private or public street, during the course of collections.

Any material so spilled shall be immediately broomed up and the premises, building or streets, left in a clean condition. In addition, all containers shall be replaced at the curbside. The Contractor shall abide by requirements set by Borough Ordinance relative to noise.

No garbage, rubbish, refuse, or recyclables shall be left by the Contractor in the traveled way or on the sidewalk or curbs or along the route from the place of receptacle placement to collection vehicle. If any garbage, rubbish, refuse, or recyclables fall from a vehicle or receptacle, either during collection or transportation, such articles shall be immediately gathered and replaced in the vehicle and the place of collection rendered clean. Additionally, all containers shall be replaced at the curbside. Failure to do so will be considered a violation of the contract. Not complying with Sections ten and eleven shall be considered a violation of the contract. Failure to maintain area, or respond to a complaint within 24 hours, shall also result in a violation of the contract.

#### 5.4. CONTAINERS

All trash receptacles and bags shall conform to municipal, county, and state laws and regulations. Contractor is not responsible for the collection of trash from dumpsters with the exception of the municipal dumpster located at 1 State Street in Penns Grove.

#### 5.5 BULK PICK-UP

All Bulk pickup shall have a pickup trash sticker that is issued by the Borough affixed to it. No bulk shall be collected unless the sticker is affixed. Residents may purchase the bulk pick up stickers from the Borough Hall at 1 State Street. The Contractor is not authorized to sell pick up stickers. The Borough may elect to offer a trash sticker amnesty day for residents one to two times during the year so that bulk stickers are not required to be affixed to each bag. Contractor will be provided advance notice of the amnesty day selected.

## 5.6 COLLECTION SCHEDULE

A. All collection services, as described in these specifications, shall be performed on all designated days between 6:00 A.M. and 7:00 P.M.

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

New Year's Day; Independence Day; Good Friday; Memorial Day; Labor Day; Thanksgiving and Christmas. Customers will be notified of an alternate collection day by the publication of an ad in the South Jersey Times to be issued by the Borough of Penns Grove and / or via the Borough of Penns Grove website.

Current collection days are Wednesday and Thursday for trash with recycling occurring every other Friday.

## 5.7 SOLID WASTE DISPOSAL

C. All solid waste collected within The Borough of Penns Grove shall be disposed of in accordance with the Salem 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 Salem County Improvement Authority landfill facility, McKillip Road, P.O. Box 674, Alloway, N.J. 08001. Telephone Number 856-935-7900

D. The Borough of Penns Grove reserves the right to designate another disposal facility (or, if applicable, disposal facilities) in accordance with the Salem County Solid Waste Management Plan (and/or any waste flow orders) or in the event that the designated Disposal Facility is unable to accept waste. The Borough of Penns Grove will assume all additional costs or benefits that are associated with such designation.

## 5.5. RECYCLING COLLECTION

The following recyclable materials shall be collected as part of the Borough's curbside recyclable collection service:

- (1) Newspapers
- (2) Clean mixed paper products
- (3) Corrugated Cardboard
- (4) Glass
- (5) Tin and steel food and beverage containers

- (6) Aluminum food and beverage containers
- (7) Recyclable plastics

Recycled materials are to be stored in the Borough's red recycling cans.

#### 5.8 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 terms 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 or designee 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 or designee.

E.

#### 5.9 NAME OF 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.

#### 5.10 TELEPHONE FACILITIES AND EQUIPMENT

F. The Contractor must provide and maintain an office within reasonable proximity of The Borough of Penns Grove with

sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.

G. Telephone service shall be maintained on all collection days, between the hours of (7:00AM) and (7:00PM). The Borough of Penns Grove shall list the Contractor's telephone number in the Telephone directory along with other listings for The Borough of Penns Grove.

#### 5.11 FAILURE TO COLLECT

H. The Contractor shall report to the Contract Administrator or designee, 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.

#### 5.12 COMPLAINTS

I. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator or designee within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints and the action taken to remedy the complaints. The Complaint log shall be available for inspection by The Borough of Penns Grove.

J. The Contractor shall submit a copy of all complaints received and the action taken to The Borough of Penns Grove.

K.

#### 5.13 SOLICITATION OF GRATUITIES

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

#### 5.14 INVOICE AND PAYMENT PROCEDURE

L. 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 Penns Grove for the preceding calendar month (the "Billing Month").

M. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to The Borough of Penns Grove for reimbursement. The Borough of Penns Grove shall pay all invoices within 30 days of receipt. The Borough of Penns Grove will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of Penns Grove shall have 30 days from the date of receipt of the corrected invoice to make payment.

N. 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 Penns Grove 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.

O. 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 Penns Grove 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.

P. Where The Borough of Penns Grove will pay the costs of disposal, the disposal facility shall bill The Borough of Penns Grove directly for all costs (including taxes and surcharges). During the term of this contract, the Borough will pay for the tonnage directly to the Salem County Improvement Authority.



#### 5.15 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 Penns Grove 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, designee 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 Penns Grove as an Additional Named insured indemnifying the Borough of Penns Grove with respect to the Contractor's actions pursuant to the Contract.

#### 5.17 CERTIFICATES

Upon notification by the Borough of Penns Grove, 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 Penns Grove from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by The Borough of Penns Grove

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)            6.2 Photo-copies of bidder’s certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.

(b)            6.3 Statement of bidder’s qualifications, experience and financial ability.

(c)            6.4 A bid guarantee in the form of a bid bond, certified check or cashier’s check in the proper amount made payable to The Borough of Penns Grove.

(d)            6.5 Stockholder statement of ownership.

(e)            6.6 Non-collusion affidavit.

(f)            6.7 Consent of surety.

(g)            6.8 Proposal

(h)            6.9 Certification regarding investment activities in Iran in accordance with N.J.S.A. 52:32-58.

(i)            6.10 Russia-Belarus Declaration.

\_\_\_\_\_  
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, \_\_\_\_\_ am the \_\_\_\_\_  
( Name of Affiant ) (identify relationship to bidder: owner, partner,  
president or other corporate officer)

of the \_\_\_\_\_, and being duly sworn, I depose and say:  
(Name of Bidder)

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough of Penns Grove to award to \_\_\_\_\_ the contract for solid waste collection  
(Name of Bidder) 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 Penns Grove 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 Common Council of the Borough of Penns Grove 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 Penns Grove, 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 Penns Grove with any information necessary to verify the answers given.

\_\_\_\_\_  
Name of Firm or Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Notary Public of

My Commission expires \_\_\_\_\_, 20 .

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

## QUESTIONNAIRE

This questionnaire must be filled out and submitted (with) as part of the Bid Proposal for solid waste collection and disposal for The Borough of Penns Grove. 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 the present name?

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

3. Has the bidder failed to perform any contract awarded to it by the Borough of Penns Grove 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 Borough of Penns Grove 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 and make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type of 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(es) 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**

**STOCKHOLDER DISCLOSURE CERTIFICATION**

Name of Business: \_\_\_\_\_

\_\_\_\_\_ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of issued and outstanding stock of the undersigned. **OR**

\_\_\_\_\_ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Indicate the type of business organization :**

\_\_\_\_\_ **Partnership**

\_\_\_\_\_ **Corporation**

\_\_\_\_\_ **Limited Partnership**

\_\_\_\_\_ **Sole Proprietorship**

\_\_\_\_\_ **Subchapter C Corporation Corporation**

\_\_\_\_\_ **Limited Liability**

\_\_\_\_\_ **Limited Liability Partnership**

Sign and notarize below, and if necessary, complete the stockholder list.

Stockholders

Addresses

_____	_____
_____	_____
_____	_____
_____	_____

Subscribed and sworn before me

\_\_\_\_\_

\_\_\_\_\_

(Affiant)

this \_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
(Notary Public)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Print Name and Title)

**6.6. NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY }  
COUNTY OF } SS:  
(SOLID WASTE COLLECTION  
SERVICES)

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_, in the State of \_\_\_\_\_, being of full age and duly sworn accordingly 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 Borough 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 Penns Grove rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for 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 broken or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the \_\_\_\_\_

\_\_\_\_\_  
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**

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: \_\_\_\_\_  
(Owner)

Re: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Project Description)

This is to certify that the

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

will provide to \_\_\_\_\_ a performance  
(Owner)

bond in the full amount of awarded contract in accordance with 4.4 of the Bid Specifications in the event that said contractor is awarded a contract for the above project.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

Date: \_\_\_\_\_

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT  
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE  
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

**6.8 PROPOSAL**

Proposal for Solid Waste Collection beginning January 30, 2024

**BOROUGH OF PENNS GROVE:**

I or We \_\_\_\_\_  
of \_\_\_\_\_

\_\_\_\_\_  
(COMPLETE ADDRESS)

\_\_\_\_\_  
(BOROUGH, 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.

\_\_\_\_\_  
Signature

Affix seal if  
a corporation.

\_\_\_\_\_  
Title

**6.8.1. PROPOSED OPTION #1** (proposal for 12 months)

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications with collections in each and every week as described in Section 5 for the period commencing January 31, 2024 and ending January 30, 2025 (both dates inclusive) for

**BASE SERVICE- Solid Waste**

15 months \$ \_\_\_\_\_ contract ending December 31, 2024

Total \$ \_\_\_\_\_

Waste Directed to: Salem County Landfill of the Salem County  
Improvement Authority  
McKillip Road,  
Alloway, N.J. 08001

**Rate Per Ton:**

\_\_\_\_\_  
Individual

\_\_\_\_\_  
Name of Firm or Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 7. CONTRACT DOCUMENTS

### 7.1. CONTRACT

**CONTRACT BETWEEN THE  
BOROUGH OF PENNS  
GROVE  
AND**

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between the Borough of Penns Grove , in the County of Salem, a municipal corporation of the State of New Jersey hereinafter called “ The Borough”, and \_\_\_\_\_, with offices at \_\_\_\_\_, hereinafter referred to as “Contractor”

**WITNESSETH:**

1. That for and in consideration the sum as further set forth in the Contractor’s Bid proposal attached hereto, commencing January 30, 2024, the Contractor shall provide solid waste collection and disposal services as further described in the bid documents and specifications attached hereto and made a part hereof.

2. The Borough agrees to pay Contractor for the provision of said services in accordance with the invoice and payment procedure set forth in the bid specifications.

3. This Contract shall be for a term of twelve months commencing January 31, 2024 and terminating January 31, 2025 .

4. The Contractor agrees to comply with the provisions of N.J.S.A. 52:32-44. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) Contractor shall provide written notice to its subcontractors to submit proof of business registration to the Contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the



contracting agency an accurate list of all subcontractors or attest that

none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax pursuant to the Sales and Use Tax Act, ( N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered to this State. The contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25. for each day of violation, not to exceed \$50,000. for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

5. The parties to this Contract agree to incorporate into this Contract the mandatory language set forth on Attachment #1 of the bid documents and Contractor agrees to comply fully with the terms, provisions and obligations of said Attachments.

6. Employee wage reporting: The contractor and any subcontractor thereof engaged under a contract pursuant to this specification 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 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 Penns Grove, 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 Penns Grove for each payroll period not more than 10 days after the payment of wages. 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 or subcontractor's wages and any penalties that may result from failure to comply.

IN WITNESS WHEREOF, the parties have hereunto caused this contract to be executed on the day and year first above written.

ATTEST:

BOROUGH OF PENNS GROVE

\_\_\_\_\_  
Sharon Williams, Clerk

BY: \_\_\_\_\_  
LaDaena D. Thomas, Mayor

ATTEST:

CONTRACTOR

\_\_\_\_\_

BY: \_\_\_\_\_

## 7.2. (Reserved)

7.3 VEHICLE DEDICATION AFFIDAVIT

**AFFIDAVIT**

STATE OF NEW JERSEY }  
COUNTY OF } SS: (PROJECT NAME)

I, \_\_\_\_\_, am the \_\_\_\_\_  
( name of affiant) ( identify relationship to Bidder: owner,  
Partner, president or other corp 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 Penns Grove 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 Borough of Penns Grove, 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 Penns Grove is not feasible, that The Borough of Penns Grove will not be responsible for disposal costs for waste generated outside The Borough of Penns Grove.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle The Borough of Penns Grove 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, \_\_\_\_\_, of the Borough 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 Borough 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

[CONTRACTING UNIT]—[May 2023] MUNICIPAL DATA

### RESIDENTIAL SOURCES:

Single family	1 400 plus/minus
Multi-family	N/A
Apartment/Condominiums	N/A
[OTHER]	N/A
Total	1 400 plus/minus

Containers      30 lb/20 gallon bags

### COMMERCIAL SOURCES:

Total	N/A
-------	-----

Containers



INSTITUTIONAL SOURCES:

N/A

Schools	[NUMBER OF UNITS]
[OTHER]	[NUMBER OF UNITS]
Total	[NUMBER OF UNITS]

Containers [PROVIDE VOLUME OR WEIGHT LIMITS, TYPE, OTHER RELEVANT INFORMATION]

MUNICIPAL SOURCES:

Municipal buildings	1
Litter baskets	4
[OTHER]	[NUMBER OF UNITS]
Total	5

Containers [PROVIDE VOLUME OR WEIGHT LIMITS, TYPE, OTHER RELEVANT INFORMATION]

POPULATION: 4869 Residents from the last census. No anticipation of great changes during the contract period.

AREA: 1.6 square miles

TOTAL ROAD MILES: 21±

TONNAGE REPORT (2022YEAR):

Solid Waste:  
Type 10 1,337.74 (TONS)

Recyclable Materials: Not computed