

**UNIFORM BID SPECIFICATIONS  
FOR  
SOLID WASTE MATERIALS COLLECTION  
FOR THE  
TOWNSHIP OF GLOUCESTER  
CAMDEN COUNTY, NEW JERSEY  
September, 2015**

***REVISED: NOVEMBER, 2015***



# Solid Waste Materials Collection for the Township of Gloucester Camden County New Jersey

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**Attachment #1 Procurement and Service Contract - Mandatory Language**

- Mandatory Affirmative Action language for goods and services
- Required evidence – Affirmative Action regulations
- State of New Jersey debarred list affidavit
- Americans with Disabilities Act of 1990
- Business Registration of Public Contractors
- Certificate of employee information report
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**Attachment #2 Municipal Data**

**1.1 THE BID**

The Township of Gloucester is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and solid waste collection and disposal services for a period of four (4) years and nine (9) months, to commence on April 1, 2016 and ending on December 31, 2020, in accordance with the terms of these Bid Specifications and N.J.AC. 7:26H-6 et seq.

**1.2 CHANGES TO BID SPECIFICATIONS**

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids; be published in the Courier Post and in the Star Ledger. No questions will be accepted later than 10 days; Saturdays, Sundays and holidays excepted, prior to the date of acceptance of bids.

**1.3 BID OPENING**

All bid proposals will be publicly opened and read on January 26, 2016 at 11:00 AM at the municipal building, Township of Gloucester, 1261 Chews Landing Road, Blackwood, New Jersey. Bids must be delivered by hand, mail or overnight delivery to the Township Clerk, Rosemary D. Josie, Township of Gloucester, 1261 Chews Landing Road, P.O. Box 8, Blackwood, NJ 08012 no later than 11:00 AM on January 26, 2016. All bid proposals will be date and time stamped upon receipt. Each bid must be enclosed in a sealed envelope marked on the outside **“Uniform Bid Specifications for Solid Waste Materials Collection for the Township of Gloucester, Camden County, New Jersey”**. 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. The Township disclaims any responsibility for bids forwarded by regular or overnight delivery. The Township assumes no responsibility for any bid that has been misdirected.

**1.4 DOCUMENTS TO BE SUBMITTED**

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

1. Certified photo-copies of bidder’s certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier’s check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Township of Gloucester.

4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety
7. Bid Proposal
8. Acknowledgement of receipt of changes to bid document
9. Bidding documents checklist
10. Business Registration Certificate
11. Iranian Disclosure
12. 96-gallon Container Questionnaire

**1.5 PRE-BID CONFERENCE**

A pre-bid conference will be held at the Gloucester Township Municipal Building 1261 Chews Landing Road, Blackwood, New Jersey on December 30, 2015 at 11:00am. Gloucester Township shall not be liable for any matters in the subsequent bid award to any company/corporation who fails to attend the pre-bid conference.

Gloucester Township will be represented and secure questions from all prospective bidders. All questions, requests for clarifications will be documented and responses will be provided by way of a written addendum/clarification document. It is requested that questions be both verbalized and provided in written form.

**1.6 COMPLETION OF FORMS BY BIDDER**

The failure of any bidder to properly complete, sign and submit all forms at time of bid and provide the information required thereon, may be cause for Gloucester Township to disqualify the bidder. Bidders are not permitted to make any changes to the Bid documents. In the event the bidder makes any changes, the changes shall be deemed null and void and of no effect. Information provided on said forms may, at the discretion of Gloucester Township, in accordance with the New Jersey Local Public Contracts Laws, be cause to qualify or disqualify a bidder.

END SECTION 1

**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 and solid waste collection and disposal 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.
- "Container for Solid Waste" under options that include standard waste collection services shall mean a container shall be watertight and of metal or plastic with a tight fitting cover and handles. Each container shall have a capacity of not less than (20) gallons or more than fifty (50) gallons and shall not exceed fifty (50) pounds when loaded and placed for collection. Plastic disposal bags not less than three (3) mil. thick and clearly marked "HEAVY DUTY" will be accepted as solid waste containers.
- "Container for Solid Waste" under the option that includes automated/semi-automated collection services shall mean the containers as specified in section 5 in these bid specifications.
- "Contract" means the written agreement executed by and between the successful bidder and Gloucester Township and shall include the bid proposal, and the bid specifications.
- "Contract administrator" is the person or persons 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.

**Tires**

Tires (no rims) are to be collected during the weekly solid waste collection. Tires may be placed in the same truck as the solid waste collection. A maximum of two tires shall be placed curbside by the resident.

- "Designated collected solid waste" means solid waste types 10 and 13. 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 currently designated in this bid for solid waste, as applicable. The township reserves the right to dispose of solid waste at any facility within 25 miles of the municipal borders (at no additional charge). Current locations are described below:

**Solid Waste**

Primary:	Covanta Energy Recovery Center 600 Morgan Blvd. Camden, NJ
Secondary Site:	Pollution Control Financing Authority 9600 River Road Pennsauken, NJ

This location is used as a “bypass” location, contractor to be “bypassed” to Pennsauken facility if primary location is over capacity or performing maintenance.

- "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, Christmas Day, Thanksgiving Day, July 4<sup>th</sup>, Memorial Day, Labor Day
- "Legal newspaper" means the Courier Post and Newark Star Ledger.
- "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:

- **Gloucester Township:**

The Township of Gloucester, Camden County, New Jersey; the total area of the Township is 23.3 square miles. A map of the service area is attached for reference and clarification.

- "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.

END SECTION 2

**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 “Uniform Bid Specifications for Solid Waste Materials Collection for the Township of Gloucester, Camden County, New Jersey” as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Township of Gloucester 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 various bid options. The Township of Gloucester may, at its discretion, award the contract to the bidder whose aggregate bid price for the option chosen, or a combination of option and supplementary is the lowest responsible bidder, provided however, the Township of Gloucester shall not award the contract based on the bid price for separate options.
- E. The Township reserves the right to consider the “supplementary” consideration that is identified in this bid document, but is not required to award this consideration. The Township reserves the right to award the proposed option (as described above in section 3.1D) within this bid document and consider the “supplementary” service. If the additional service is considered, the award shall be provided to the lowest responsive/responsible bidder whose total combined services (awarded option and the “supplementary” consideration) provide for a total low bid for the services being considered.

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

**3.2. BID GUARANTEES**

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Township of Gloucester in the amount of 10% of the highest aggregate 4 year/9 month bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Township of Gloucester.

**3.3. EXCEPTIONS TO THE BID SPECIFICATIONS**

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

**3.4. BRAND NAME OR EQUIVALENT**

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

**3.5. COMPLIANCE**

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

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

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

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

**3.7. NO ASSIGNMENT OF BID**

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Township agree to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

**3.8 ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM****UNIFORM BID SPECIFICATIONS FOR SOLID WASTE MATERIALS COLLECTION FOR THE  
TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, NEW JERSEY**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Clarification/Revision		How Received (mail, fax, pick- up, etc.)	Date Received	Bidder's Initials

Acknowledged by Bidder:

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

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

**3.9 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN****PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK EITHER BOX AND SIGN WILL RENDER**

**THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK EITHER BOX:**

- ☐ I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification

**OR**

☐ I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Part 2****PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

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

**PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.**

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

Relationship to Bidder/Vendor: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Vendor: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

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

Full Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

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

Bidder/Vendor: \_\_\_\_\_

**3.10 96-gallon CONTAINER QUESTIONNAIRE**

Section 5 within the work specifications provides for the submission of a product review and comparison of the garbage containers to the Technical Specifications. This document is a bid submission requirement.

END OF SECTION 3

**4.1. GENERALLY**

- A. The Township of Gloucester 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(s), be held for consideration for such longer period as may be agreed. All bidders will be notified of the Township of Gloucester, in writing by certified mail.
- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option, or selected option and "supplementary" is the lowest responsible bid.
- C. This bid document allows for a "supplementary" consideration for solid waste disposal being the responsibility of the contractor.
- D. The Township of Gloucester reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Township of Gloucester rejects all bids, the Township 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 (14) calendar days of the award of the contract, the Township of Gloucester 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. The contract document shall be executed and returned to the Township not more than twenty-one (21) days after official acceptance of this bid and notice thereof by the local governing body. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Township to declare the contractor non-responsive and to award the contract to the next lowest bidder.

**4.3. RESPONSIBLE BIDDER**

The Township of Gloucester 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 one year performance bond(s) issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond to the Township of Gloucester within 21 days of the official acceptance of this bid and notice thereof. The performance bond must be provided prior to or concurrent with the required time frame for the delivery of the executed contract as described in Section 4.2 above.
- B. Failure to provide the required one year performance bond at the time and place specified by the Township shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Township 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 the four (4) year / nine (9) month contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract (9 months for year 1 and 12 months for years 2 through 5). The successful bidder shall provide said performance bond to the Township of Gloucester. The performance bond must be provided prior to or concurrent with the required time frame for the delivery of the executed contract as described in Section 4.2 above. The performance bond for each succeeding year shall be delivered to the Township of Gloucester with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.
- D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Township to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Township in re-bidding the contract.

**4.5. AFFIRMATIVE ACTION REQUIREMENTS**

- A. Successful bidder must submit to Gloucester Township, one of the following three (3) documents:
- a. A photocopy of a **valid letter** identifying that the contractor is operating under an existing Federally approved or sanctioned affirmative action program, OR
  - b. A photocopy of a **Certificate** of Employment Information Report approval issued in accordance with N.J.A.C. 17:27-4, OR
  - c. A photocopy of an Employee Information Report (**Form AA302**) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.
- B. If the Contractor does not submit the affirmative action document within the seven days after receipt of the notification of the Township of Gloucester's intent to award, the Township may extend the deadline by a maximum of the fourteenth calendar day. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Township 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 Township of Gloucester will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal.

**4.7. ERRORS IN PRICE CALCULATION**

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

**4.8 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 Township of Gloucester, 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, Township of Gloucester, 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 certifications shall be submitted to the Township of Gloucester's business address and contact listed in section 4.10.

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.

#### **4.9 WITHDRAWAL OF BID (N.J.S.A. 40A:11-23.3)**

##### **Permission for Bidder to withdraw a bid due to a mistake in certain circumstances**

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J. S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material or both, from the final bid computation.

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to Tom Cardis, Business Administrator, Township of Gloucester, 1261 Chews Landing Road, P.O. Box 8, Blackwood, NJ 08012. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the purchasing agent or designee may contact all bidders, after bids are opened to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

**4.10 GLOUCESTER TOWNSHIP BUSINESS ADDRESSES**

Township of Gloucester  
1261 Chews Landing Road  
Blackwood, NJ 08012  
Attn: Mr. Tom Cardis, Business Administrator

**4.11 CONTINUATION OF CONTRACT**

Continuation of the terms of this contract beyond the fiscal year of the Township of Gloucester is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel this contract upon thirty (30) days written notice.

END OF SECTION 4

**A. SCOPE OF WORK**

The general work and services to be performed and provided consist of the household collection, removal and disposal (as a “supplementary” consideration) of solid waste.

The detailed specifications for the Township are further described in the following subsections of Section 5.

The contract terms shall be for a four (4) year / nine (9) month period, to commence on April 1, 2016 and to end on December 31, 2020. The collection and removal (if awarded) services generally contemplate the continued and uninterrupted service as heretofore provided within the Township of Gloucester.

**B. FREQUENCY OF SERVICE**

Collection, removal and disposal services for the Township of Gloucester shall be as further described in the following subsections of Section 5.

The successful bidder shall employ such methods or means to execute the work called for in this proposal so as to avoid any interruption or interference with the operation of the affairs of the Township and shall likewise take the necessary steps to insure that during the course of performance there will be no infringement on the rights of the public.

**C. COMPLIANCE WITH THE LAW**

It is likewise understood and required that the successful bidder shall in the performance of this contract, employ such methods which will not violate any applicable Statutes of New Jersey, regulation of said State or any subdivision thereof, or Ordinances of the Township of Gloucester. All local Ordinances are available for review and/or purchase at the Clerk’s office.

**D. RESTRICTIONS ON SERVICE**

Solid waste from non-residential units, agricultural properties, commercial business and industry shall not be collected by the Contractor unless specified in this document or authorized in writing by the Township. In instances where residential and non-residential coexist, then only that portion which is residential shall be collected by the Contractor.

**E. CONDITIONS**

- Bidders shall inspect the Township of Gloucester in its' entirety so that they might make their own judgment with respect to the pickups, all circumstances affecting the cost of services in question and the nature of the work to be performed. The figures provided by the Township herein are approximate, and are not to be taken as binding. A copy of a street map of the Township showing existing collection schedule is provided herewith for the general information of prospective bidders.
- Bids signed and submitted shall be considered as conclusive evidence of complete examination of specifications and samples. It is understood that parties making bids accept all the terms and conditions expressed and contained in the specifications attached to the proposal submitted.
- The Contractor shall collect and dispose of (if awarded) solid waste from residential units, public buildings, etc. in accordance with these specifications and the applicable municipal Ordinances.
- Except where noted herein, all solid waste to be collected, removed and disposed of (if awarded) shall be placed for collection in accordance with the local Municipal Ordinances. It is required that the solid waste placed for collection be separated from other collections (i.e. municipal recycling and yard waste collection) to insure proper identification.
- The Contractor shall collect all materials as defined herein throughout the Township on routes and schedules so that each street and property thereon will have at least once a week collection of solid waste during the term of this agreement (unless otherwise identified in these documents).

**F. HANDLING OF CONTAINERS**

- Containers must be handled by the Contractors employees carefully and must not be damaged by them. The receptacles or containers shall be entirely emptied and returned without damage. All empty containers shall be placed off the roadway in an upright position. Containers shall not be thrown under any circumstances.
- Containers which are damaged by the Contractor shall be replaced by the Contractor at the Contractor's expense within (7) seven calendar days of report of same. Containers shall be replaced with a can that is the same as what was damaged.
- Collection shall be made with a minimum of noise and traffic delay, and all containers shall be handled as carefully and quietly as possible under the circumstances.

**A. Gloucester Township, Standard Solid Waste Collection Services (Option 1)**

The Contractor will provide SOLID WASTE collection from all residential units, single family homes, twin homes, duplexes, town homes, churches, condo units and apartments as listed in the bid documents for the Township of Gloucester. Curbside collection will be ONCE A WEEK and multi-family container service will be a minimum of TWICE A WEEK or more as noted in Section 5.0-C. The BULK WASTE will be collected ONCE A WEEK from all units including residential units, single family homes, twin homes, duplexes, town homes, condo units and apartments.

Options 1 provides for Standard Solid Waste Collection Services; Standard Collection Services being described as physical manual transfer of SOLID WASTE from the designated collection site to the vehicle. This excludes all container service to be provided by the Contractor.

The Township of Gloucester reserves the right to increase or decrease the number of units collected. The bid documents provide space to provide the following bid costs:

- Total cost of “Base Service Curbside per Year”
- Provide the price per unit, per month cost used to determine the total cost of the “Base Service Curbside per Year”. This price is for reference purposes only and allows the Township to understand the municipality’s costs for each dwelling.
- Provide the price to “Add Units Curbside, Price/Month”. This will be the price used to increase or decrease the contract as curbside units are added or decreased over the length of the contract.
- Total costs of “Base Service Container per Year”
- Provide the price per yard per pickup used to determine the total cost of the “Base Service Container per Year”. This price is for reference purposes only and allows the Township to understand the municipality’s costs for the various communities, facilities serviced by containers.
- Provide the price to add or remove containers, add or reduce container size. Price provided shall be a per yard cost per individual pickup. This will allow the Township to manage their costs for the various

community facilities while providing core service for solid waste. (Compactors will be adjusted at a rate of 3.33 cubic yard of cost for each 1.0 cubic yard compacted).

The Township of Gloucester reserves the right to increase or decrease the number of units collected both with the curbside service as well as the container service.

**B. Gloucester Township, Automated/Semi-Automated (as determined by bidder) Solid Waste Collection Service (Option 2):**

The Contractor will provide SOLID WASTE collection from all residential units, single family homes, twin homes, duplexes, town homes, churches, condo units and apartments as listed in the documents for the Township of Gloucester. Curbside collection will be ONCE A WEEK and multi-family container service will be a minimum of TWICE A WEEK or more as noted in Section 5.0-C. The BULK WASTE will be collected ONCE A WEEK from all units including residential units, single family homes, twin homes, duplexes, town homes, condo units and apartments. NOTE: BULK WASTE is solid waste that is left outside the 96-gallon container, whose size is such that restricts the insertion of the solid waste product to physically fit in the 96-gallon container. This includes, but is not limited to rugs, couches, mattresses, etc. BULK WASTE service shall be for collection and transportation only and therefore a dedicated truck is required and cannot be mixed with any other solid waste.

Option 2 provides for automated/semi-automated (as determined by bidder) SOLID WASTE collection services. Automated/semi-automated collection services being described as the automated transfer of SOLID WASTE from the designated collection site to the vehicle. No rear loading vehicle with cart attachments ("flippers") permitted. This excludes all container service to be provided by the Contractor.

The Township of Gloucester reserves the right to increase or decrease the number of units collected.

The bid documents provide space to provide the following bid costs:

- Total cost of “Base Service Curbside per Year”
- Provide the price per unit per month cost used to determine the total cost of the “Base Service Curbside per Year”. This price is for reference purposes only and allows the Township to understand the Municipality’s costs for each dwelling.
- Provide the price to “Add Units Curbside, Price/Month”. This will be the price used to increase or decrease the contract as curbside units are added or decreased over the length of the contract.
- Total cost of “Base Service Container per Year”
- Provide the price per yard per pickup used to determine the total cost of the “Base Service Container per Year”. This price is for reference purposes only and allows the Township to understand the Municipality’s costs for the various communities and facilities serviced by containers.
- Provide the price to add or remove containers, add or reduce container size. Price provided shall be a per yard cost per individual pickup. This will allow the Township to manage their costs for the various communities and facilities while providing core service for solid waste.  
(Compactors will be adjusted at a rate of 3.33 cubic yard of cost for each 1.0 cubic yard compacted).

The Township of Gloucester reserves the right to increase or decrease the number of units collected both with the curbside service as well as the container service.

The Contractor shall use automated/semi-automated vehicles for the collection of all solid waste that is specified to be collected via curbside collection. The vehicle is to provide for an automated arm that physically transfers the trash cart from the designated collection site to the vehicle and then replaces cart to original cart placement location. The vehicle is to be able to collect, at a minimum, both 96-gallon and 64 gallon trash carts. The options for automated/semi-automated collection provide for the

Contractor to supply and deliver 96-gallon containers to all curbside collection locations. Vehicle and applicable bid containers must be compatible. See **section 5.19** for “Supply and Delivery of 96-gallon Containers” specifications.

The Township makes no representation that all curbside collection locations within the Township will be able to be collected by an automated process. The bidder must perform their due-diligence to verify all designated curbside collection sites ability to be collected by an automated/semi-automated vehicle. Any designated curbside collection site not able to be collected by automated means must be collected by standard solid waste collection methods; being described as physical transfer of solid waste from the designated collection site to the vehicle. A dedicated vehicle(s) must be utilized for this service and cannot be mixed with any other solid waste.

The Gloucester Township Municipal Utilities Authority collects the Township’s single-stream recyclables. The M.U.A. recently converted from standard collection methods to 96-gallon containers and utilizes automated side-loader vehicles. At the time of conversion, the M.U.A. identified a total of 859 curbside units that were unable to be collected by automated means. The Township restricts these units from being collected by automated means and must be collected by standard solid waste collection methods. The due diligence for all remaining curbside collection locations remain the responsibility of the Bidder. For additional information regarding the M.U.A.’s collection procedures, bidders may contact Mr. Glenn Englebert, Municipal Recycling Coordinator at 856-227-8666.

M.U.A. curbside locations – collection completed manually

- Black Horse Pike – 69 units
- Brittany Woods – 354 units
- Cherry woods Section:
  - Jaime Ct. – 28 units
  - Summit Ct. – 22 units
  - Revere Run I – 164 units
  - Revere Run II – 114 units

- Terrestria Section:           Burberry Ct. – 190 units  
  Byron Ct. – 23 units  
  Elena Ct. – 11 units  
  Sonora Ct. – 26 units
- Terrestria Commons Section: Thackery Ct. – 24 homes

C. GLOUCESTER TOWNSHIP, CONTAINER SERVICES

Gloucester Township, both standard waste collection services and automated/semi-automated (as determined by bidder)  
(Options 1 & 2)

Multi-Family Developments:

<u>Name of Location</u>	<u># of Containers</u>	<u>Size of Containers (cy)</u>	<u>Frequency Per/Week</u>
<u>Players Place II</u> Wimbledon & Aberdeen Blackwood, NJ 08012	<u>1</u>	<u>6</u>	<u>2</u>
<u>Players Place Condo's</u> Wimbledon & Aberdeen Blackwood, NJ 08012	<u>9</u> <u>9</u>	<u>8</u> <u>6</u>	<u>2</u> <u>2</u>
<u>Huntington Mews</u> 1102 Broad Acres Rd. Blackwood, NJ 08012	<u>9</u>	<u>3</u>	<u>2</u>
<u>Korman Suite</u> 1200 Little Gloucester Rd. Blackwood, NJ 08012	<u>5</u> <u>1</u>	<u>4</u> <u>6</u>	<u>2</u> <u>2</u>
<u>Stonebridge Run</u> Sicklerville Rd & Beacon Blackwood, NJ 08012	<u>7</u>	<u>8</u>	<u>2</u>
<u>La Cascata</u> 320 LA Cascata Rd. Blackwood, NJ 08012	<u>17</u>	<u>8</u>	<u>3</u>
<u>La Bonne Vie</u> 1261 Sicklerville Rd. Blackwood, NJ 08012	<u>10</u>	<u>4</u>	<u>2</u>
<u>Knoll Run</u> Knoll Dr. Blackwood, NJ 08012	<u>5</u> <u>1</u>	<u>6</u> <u>8</u>	<u>2</u> <u>2</u>

<u>Buttonwood Village</u> 486 Black Horse Pike S. Blackwood, NJ 08012	<u>3</u>	<u>6</u>	<u>2</u>
<u>Senior Center 1. Housing</u> 405 Woodbury Turnersville Rd. Blackwood, NJ 08012	<u>1</u>	<u>6 (comp)</u>	<u>2</u>
<u>Highland Estates</u> 1532 Little Gloucester Rd. Blackwood, NJ 08012	<u>2</u>	<u>8</u>	<u>2</u>

**MUNICIPAL - ALL YEAR**

<u>Name of Location</u>	<u># of Containers</u>	<u>Size of Containers (cy)</u>	<u>Frequency Per/Week</u>
<u>Municipal Building</u> Chewslending Rd Blackwood, NJ 08012	<u>1</u>	<u>4</u>	<u>3</u>
<u>Public Works</u> Erial Rd. Blackwood, NJ 08012	<u>1</u> <u>1</u>	<u>4</u> <u>4</u>	<u>1</u> <u>3</u>
<u>ValleyBrook Sports Complex</u> Little Gloucester Rd. Blackwood, NJ 08012	<u>1</u>	<u>8</u>	<u>2</u>
<u>MUA</u> 71 E. Landing Rd. Blackwood, NJ 08012	<u>2</u>	<u>8</u>	<u>1</u>

**MUNICIPAL SEASONAL (APRIL, MAY, JUNE, JULY, AUG. & SEPT.)**

<b><u>Name of Location</u></b>	<b><u># of Containers</u></b>	<b><u>Size of Containers (cy)</u></b>	<b><u>Frequency Per/Week</u></b>
Lakeland Baseball Complex	<u>1</u>	<u>3</u>	<u>1</u>
Catalina Hills Ball Field	<u>1</u>	<u>2</u>	<u>1</u>
Glen Oaks Little League	<u>2</u>	<u>8</u>	<u>1</u>
Gloucester Twp. Little League	<u>1</u>	<u>4</u>	<u>1</u>
Glover Fields	<u>1</u>	<u>2</u>	<u>1</u>
Blenheim AA Football	<u>1</u>	<u>8</u>	<u>2</u>
Blenheim Little League	<u>1</u>	<u>4</u>	<u>1</u>
Blackwood Babe Ruth Field	<u>1</u>	<u>2</u>	<u>1</u>
Erial Little League	<u>1</u>	<u>4</u>	<u>1</u>
Glendora Little League	<u>1</u>	<u>2</u>	<u>1</u>
Millbridge Ball Field	<u>1</u>	<u>2</u>	<u>1</u>
Gloucester Twp. Little League	<u>1</u>	<u>8</u>	<u>1</u>
Glendora Little League	<u>1</u>	<u>2</u>	<u>1</u>
Glendora Babe Ruth	<u>1</u>	<u>2</u>	<u>1</u>
Glen Oaks Swim Club	<u>1</u>	<u>4</u>	<u>1</u>
Gloucester Township Park	<u>1</u>	<u>4</u>	<u>1</u>
Kiwanis Baseball Field	<u>1</u>	<u>8</u>	<u>1</u>

**RESCUE SQUADS:**

<b><u>Name of Location</u></b>	<b><u># of Containers</u></b>	<b><u>Size of Containers (cy)</u></b>	<b><u>Frequency Per/Week</u></b>
Erial Ambulance Squad	<u>1</u>	<u>2</u>	<u>1</u>
Glendora Rescue Squad	<u>1</u>	<u>2</u>	<u>1</u>
Community Center	<u>1</u>	<u>4</u>	<u>1</u>

**APARTMENTS:**

<b><u>Name of Location</u></b>	<b><u># of Containers</u></b>	<b><u>Size of Containers (cy)</u></b>	<b><u>Frequency Per/Week</u></b>
Cherrywood Apts # units 460	<u>14</u>	<u>8</u>	<u>3</u>
1200 Little Gloucester Rd.	<u>2</u>	<u>2</u>	<u>3</u>
Fairways Apts	<u>4</u>	<u>6</u>	<u>2</u>
1501 Old Blackhorse Pk.	<u>6</u>	<u>8</u>	<u>2</u>

<u>Autumn Ridge</u> 1501 Little Gloucester Rd.	<u>2</u>	<u>40(comp)</u>	<u>2</u>
<u>Franklyn Square Apts</u> 301 S. Hildebrand Rd.	<u>2</u> <u>6</u>	<u>2</u> <u>4</u>	<u>2</u> <u>2</u>
<u>Glendora Apts # units 60</u> 232 Evesham Rd.	<u>1</u> <u>1</u>	<u>6</u> <u>8</u>	<u>2</u> <u>2</u>
<u>Hilltop Court</u> 1302 N. Black Horse Pk.	<u>4</u>	<u>2</u>	<u>2</u>
<u>Ivanoe Apts # units 33</u> 414 N. Black Horse Pk.	<u>1</u>	<u>8</u>	<u>2</u>
<u>James Town Square # units 192</u> 31 Peters Lane	<u>4</u> <u>1</u> <u>1</u> <u>3</u>	<u>2</u> <u>3</u> <u>4</u> <u>8</u>	<u>2</u> <u>2</u> <u>2</u> <u>2</u>
<u>Lakeview Apts # units 703</u> 590 Lower Landing Rd.	<u>26</u> <u>1</u>	<u>6</u> <u>8</u>	<u>2</u> <u>2</u>
<u>Lakewood Manor Apts # units 60</u> 71 Lakeland Rd.	<u>3</u>	<u>8</u>	<u>2</u>
<u>Maple Terrace Apts # units 24</u> 415 Hamilton Ave.	<u>2</u>	<u>8</u>	<u>2</u>
<u>Millbridge Apts. # units 848</u> Blackwood Clementon Rd.	<u>47</u> <u>8</u>	<u>4</u> <u>6</u>	<u>2</u> <u>2</u>
<u>Quail Ridge Apts # units 40</u> 1350 Little Gloucester Rd.	<u>4</u>	<u>2</u>	<u>3</u>
<u>Scenic Falls Apts # 100</u> 227 Washington Ave.	<u>4</u> <u>4</u>	<u>6</u> <u>8</u>	<u>2</u> <u>2</u>

**Gloucester Township Container Service Notes**

- 1) Clarification of abbreviations
  - (Comp) – Compactor
  - Cy – Cubic yards
- 2) All containers are for solid waste. All containers are to be supplied by the Contractor.
- 3) Container services for Gloucester Township multi-family, municipal facilities, rescue squads and apartments shall be for the collection and transportation only. Containers shall be serviced by a dedicated truck and cannot be mixed with any other solid waste. The Township will be responsible for all costs for disposal.
- 4) The successful bidder shall provide front load type containers in the quantities provided and in sizes so as to provide sufficient capacity for the schedule for use during the term of this contract. The Contractor shall be responsible to maintain these containers.
- 5) Only front load container service shall be used for the collection of solid waste. At no time shall locations specified by the municipality for front load container service be collected by rear load type trucks with other residential solid waste.
- 6) The municipality reserves the right to increase or decrease the number and location of sites, number of containers at each site and the frequency of collection to meet its needs.
- 7) Container service that is provided more than once a week, the service schedule shall be such that collection days are sufficiently spaced to provide timely collection of all material.

**5.1**

The Contractor shall provide service for the option awarded by the Township of Gloucester. The Township shall select one collection option for the municipality for the contract period of four (4) years/nine (9) months in accordance with any of the option proposals submitted. The Township may choose a one option or an option and “supplementary” consideration, but in all cases, the Township shall select only one option for a four (4) year/nine (9) month term for collection services.

The Contractor shall also provide service for the “Supplementary” consideration awarded by the Township of Gloucester. The Township has the option to award or not consider the “Supplementary” consideration. The “Supplementary” consideration shall be for a four (4) year/nine (9) month period for the “Solid Waste Disposal.

**5.2**

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

Township of Gloucester, Camden County, New Jersey: Total land area – 23.3 square miles

See Section 5.5 “Collection Schedule”, Subsection “G” for additional information.

The Township map is also provided for additional information regarding territorial and geographic boundaries.

**5.3. COLLECTION OPTIONS****COLLECTION OPTIONS; GLOUCESTER TOWNSHIP****A. Gloucester Township, Standard Waste Collection Services (Option 1)****Curbside Base Bid**

The following materials shall be collected on ONCE A WEEK from each Curbside unit. The Contractor may request the collection day to be changed with approval by the Township of Gloucester. The Contractor will pay any and all cost of notification of all residents of said change.

Curbside collection of SOLID WASTE Type 10 and Type 13, ONCE A WEEK for all Single family homes, Town Homes, Twin Homes Duplexes and Condos; All SOLID WASTE collected will be disposed of as listed in the Bid under Disposal facility section. **5.6 Solid Waste Disposal.**

Disposal costs will be paid directly by Gloucester Township, as per separate disposal contract.

**Container Base Bid**

The Contractor is responsible to provide containers in clean and good condition to the locations listed in section **5.01-C Container Service**. The front-end loader type solid waste containers shall be collected according to the schedule provided. The Township reserves the right to increase or decrease frequency and/or size or number of containers. All Multi Family developments and Apartment Complexes shall receive a minimum of ONCE A WEEK BULK COLLECTION. The Contractor may request the collection day to be changed with approval by the Township of Gloucester. The Contractor will pay any and all cost of notification of all residents of said change.

Containerized Front-end loader collection of Solid Waste Type 10, from locations listed in Section **5.01C Container Service** will be serviced by a dedicated truck and cannot be mixed with any other trash. This

material will be disposed of as listed in the Bid under Disposal facility in section **5.6 SOLID WASTE DISPOSAL**.

Disposal costs will be paid directly by Gloucester Township.

**B) Gloucester Township, Automated/Semi-Automated Solid Waste Collection Services (Option 2)**

The following materials shall be collected on ONCE A WEEK from each curbside unit. The Contractor may request the collection day to be changed with approval by the Township of Gloucester. The Contractor will pay any and all cost of notification of all residents of said change.

Curbside collection of Solid Waste Type 10 and Type 13, ONCE A WEEK for all Single family homes, Town Homes, Twin Homes, Duplexes and Condos; all SOLID WASTE collected will be disposed of as listed in the Bid under Disposal Facility **Section 5.6; Solid Waste Disposal**.

All curbside base bid units (single family homes, town homes, twin homes and duplexes) shall receive BULK WASTE collection ONCE A WEEK. The BULK WASTE vehicle(s) shall be a dedicated truck and cannot be mixed with any other truck. All SOLID WASTE collected will be disposed of as listed in the bid under Disposal Facility **Section 5.6; Solid Waste Disposal**.

Disposal costs will be paid directly by Gloucester Township as per separate disposal contract.

**Container Base Bid**

The Contractor is responsible to provide containers in clean and good condition to the locations listed in section **5.01C Container Service**. The front-end loader type solid waste containers shall be collected according to the schedule provided. The Township reserves the right to increase or decrease frequency and/or size or number of containers. All Multi-Family developments and Apartment Complexes shall receive BULK WASTE collection ONCE A WEEK. The Contractor may request the collection day to be changed with approval by the Township of Gloucester. The Contractor will pay any and all cost of Notification of all residents of said change.

Containerized Front-end loader collection of Solid Waste Type 10, from locations listed in Section **5.01C** **Container Service** will be serviced by a dedicated truck and cannot be mixed with any other trash. This material will be disposed of as listed in the Bid under Disposal facility in section **5.6 SOLID WASTE DISPOSAL**.

Disposal costs will be paid directly by Gloucester Township.

**5.4. CONTAINERS**

See Section 5.19 for specifications regarding the supply and delivery of 96-gallon containers for automated/semi-automated collection services. See definition section for applicable container size and weight requirements for standard solid waste collection services. See Section 5.01 for information on containers to be provided and collected under the base service for containers for the Township.

**5.5. COLLECTION SCHEDULE**

- A. All collection services, as described in these specifications, shall be performed on all designated days between 7:00am and 5:00pm. The Township of Gloucester may authorize an earlier start time or later completion time as they feel warranted.
- B. The following legal holidays are exempted from the waste collection schedule: Christmas Day, New Years' Day, Memorial Day, Independence Day, Labor Day and Thanksgiving Day.
- C. The missed collection due to the holiday must be made up by the end of the week. The Contractor shall provide the Township with a schedule of the holidays on which service will not be provided and the anticipated collection dates for said holiday. In all cases, all routes shall be collected no later than the end of the week.
- D. The Contractor is prohibited from changing or revising the routes and times of collection for any given day or from changing the days of collection unless the proposed revision is approved by the Township and provided that such changes are advertised as approved by and handled so as not to confuse, surprise or anger the users. The Contractor shall provide written notice of any changes to the Municipal Clerk not less than (60) sixty calendar days prior to the commencement of any proposed work schedule. The Township reserves the right to reject any and all modifications and to require alternate schedules. The Contractor shall provide notice in a form acceptable and approved by the Township, to each resident and/or collection site of all changes from the existing schedule and all accepted changes. The costs of this notice shall be borne by the Contractor. Trucks shall follow the same route so that service to residents will be at a reasonably uniform time and pursuant to a

reasonably uniform pattern. The Township reserves the right to reasonably modify any routes and specified days of collection to accommodate its residents. In the case of any change, the Township shall bare all costs of notifications.

- F. Nothing in these specifications shall be interpreted in such a manner as to prevent the Contractor from introducing improved, more modern or more efficient methods of collection provided that such new methods of collection are approved in advance by the Township and that any changes in existing methods of collection and/or disposal shall be at no cost to the Township.
- G. Curbside Solid Waste collection shall be one-fifth of the Township each day, 5 days per week. The service areas are as listed below:

**MONDAY**

Lower End of Township from Cross Keys Road to Jarvis Road, Country Aire, Spring Hollow, Asten Woods, The Fields, Kingsgate, Mayfair Meadows, Mayfair Woods, Mulberry Station, New Brooklyn Rd., Sweet Briar Woods, Wye Oak, Breckenridge, Brookwood, Country Oaks, Danbury Park, Dresdon Downs, Forest Woods, Kearsley Rd., Brittany Woods, Cobblestone Farms, Point Pleasant Farms, Sicklerville Rd.-from Cross Keys to Jarvis, Williamstown Rd.-from Cross Keys to Jarvis, Woods Edge, Wood Hill, Spring Valley, Meadowbrook, Sawood

**TUESDAY**

Blackwood, Blackwood Estates, Glenloch Manor, Liberty Park, Blackwood Manor, Blenheim, Chestnut Glen, Coles Hills, Foxboro, Glen Eagles, Laurel Hills, Millbridge, Players Place, Tall Oaks Drive, Timber Cove, the Links, Woodmill Pond, Laurel Hills, Laurel Gardens, Millbridge, Rosegate

**WEDNESDAY**

Erial Clementon Rd., Highland Park, Lake George, On The Green, Pine Glen, Revere Run I, Terrestria, Valley Stream, Garwood Rd., Peter Chesseman Rd.-from Garwood to Hickstown, Raintree, Stonebridge Run, Woodshire, Briar Lake, Daystar, Deerpark, Fox Chase, Grenloch, Lambs Terrace, Little Gloucester Rd.-from Erial Rd. To Blackwood-Clementon Rd., Revere Run II, Southgate Woods, Winter Hill, Cherrywood, Quail Hollow, Westgate Woods

**THURSDAY**

Ballantree, Charles Avenue, Somerdale Rd.-from Lee Ann Drive to Mardale Drive, Stonegate, Timberline, Wilson Tract, Broadmoor, Chewswyck, Somerdale Road-from Chews Landing Road to Lee Ann Dr, Woodbridge

**FRIDAY**

Black Horse Pike East-from Front St. to Evesham Rd., Broadmoor West, Cameron Circle, Catalina Hills, Echo Park, Fernwood, Glendora-1st thru 13th Aves., Glendora-east Side of Glendora, Hider Lane, Hillside, Hilltop- Old Black Horse Pike from Oak Ave to Chews Landing Rd., Laurel Spring Gardens, Oxen Hill, Rosegate, Trace Drive, Village of Chews Landing, White Birch, Black Horse Pike-from Route 42 Overpass to Front St., Black Horse Pike West-from Front to Evesham Rd., Glen Oaks, Glendora-west Side Glendora School Side, Hilltop, Old.Black Horse Pike from Route 42 to Oak Ave., Knightsbridge, Pine Run, Station Ave.

Container Solid Waste collection days shall be determined at a later date.

**5.6 SOLID WASTE DISPOSAL****SOLID WASTE DISPOSAL**

- A. All solid waste collected within the Township of Gloucester shall be disposed of in accordance with the approved Camden County Solid Waste Management Plan. All waste collected under the terms of the contract (unless “supplementary” consideration for “Solid Waste Disposal” is awarded) shall be delivered to the primary disposal site, Covanta Camden Energy Recovery Center, 600 Morgan Blvd., Camden, N.J. 08104 or alternate site, Pollution Control Financing Authority, 9600 River Road, Pennsauken, N.J. 08110.
- B. The Township reserves the right to designate another disposal facility or, if applicable, disposal facilities in accordance with the Camden County Solid Waste Management Plan or in the event that the designated Disposal Facility or, if applicable, Disposal Facilities are unable to accept waste, or in the event the Township otherwise determines to re-designate its disposal facilities. The Township will assume all additional costs or benefits that are associated with such designation.
- C. The bid document provides for an “Supplementary” consideration with the Contractor having full responsibility of disposal of Solid Waste at a facility(ies) as determined by the Contractor.
- D. There shall be no “re-direct” transportation charges for any facilities that are within 25 miles from the border of the Township of Gloucester.

**“SUPPLEMENTARY” CONSIDERATION – SOLID WASTE DISPOSAL**

The bid document provides for a “Supplementary” consideration for the Township of Gloucester with the Contractor having full responsibility of disposal of Solid Waste at a facility(ies) as determined by the Contractor. The Contractor will own the Solid Waste material from the time of collection and will be responsible for all disposal fees (including \$3.00 N.J. State Recycling Tax).

The Contractor shall take full responsibility that any/all disposal (or transfer) facilities meet all applicable local, county, state and federal guidelines and are legally licensed to operate as a disposal (transfer) facility.

**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 (only as permitted), manual / automated side loader, automated side loader, residential front load (robotic arm) or other automated/semi-automated vehicles as required to perform the specified tasks.
- C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.
- D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.
- E. All vehicles shall be no older than 5 years old at the start of the contract period; therefore, all trucks must be manufactured in 2011 or later.
- F. Gloucester Township will permit rear load vehicles for Solid Waste collection.
- G. The Township of Gloucester requires that 70% of the entire servicing fleet be serviced by compressed natural gas (CNG).

- H. Acceptable service vehicles listed are preferred but not required unless to meet any above-noted requirements:
- Rear Load Packers
  - Manual/Automated Side Loader (MASL)
  - Automated Side Loader (ASL)
  - Residential Front Load (Robotic Arm)
- I. All collection units utilized by the Contractor may be required at the Township's discretion, to report to the municipality's Department of Public Works Complex, prior to commencement of the work each day. All units may be fully inspected by the Township. The Township specifically reserves the right to check the contents of all trucks, and to record and verify designated vehicle information and conditions of said vehicle. Said check-in shall begin no earlier than 7:00 AM. No unit shall begin collection within the municipality without being checked in by a representative when required. The Township shall provide the Contractor seven calendar days advance written notice when required. Failure to check-in prior to commencement of work may result in non-payment of claim and a deduction in the amount of charges incurred by the Township from the monthly billing by the Contractor.
- J. The Township reserves the right to require the Contractor to provide daily a list of vehicles collecting Solid Waste in the municipality. The Township shall provide the Contractor seven calendar days advance written notice when required.
- K. The Township reserves the right to make periodic random inspections of collection units during the collection process as it deems necessary to properly monitor the collection process. The Township shall provide the Contractor seven calendar days advance written notice when required.
- L. These requirements are not currently in effect. The Township will require these additional requirements only when the Township provides the appropriate written notice.
- M. The mixing of the Township's Solid Waste with that of other entities shall not be accepted except as allowed within these specifications.

- N. All vehicles and equipment shall be maintained in good working and operating condition, both with respect to safety and sanitation. Equipment shall not be overloaded so that solid waste may spill or drop on the highways or streets, nor shall the equipment in question be so designed or maintained so as to permit the leakage of any fluids. The Contractor shall be responsible to clean up any fluid which leaks from any collection vehicle.
- O. All trucks shall be washed and cleaned regularly and kept in proper condition. Trucks and equipment shall likewise be of a uniform color.
- P. The Contractor shall submit with this proposal a list of all vehicles and equipment, which may be used in the contract, with identification information thereon. The Township reserves the right to inspect all equipment that is based in state. For all vehicles/equipment that is out of state or is proposed to be purchased, contractor shall submit all available manufacturer's information with bid submission.
- Q. Contractor shall clean up solid waste which may be spilled or scattered during the process of collection.
- R. The Contractor is not responsible to remove any solid waste spilled by animals, vandals, as a result of defective or inadequate preparation of material placed for collection, or Acts of God.
- S. The Contractor shall be excused without penalty from either collecting or clearing the debris resulting from hurricanes, disasters or other unusual phenomena or nature or Acts of God which result in the production of substantial quantities of debris littering the streets and highways or any private roads or driveways therein. Nothing in this section shall preclude the Township from contracting with said vendor for such collection.

**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 Township 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 6:00 AM and 6:00PM. The Township shall list the Contractor's telephone number in the Telephone directory along with other listings for the Township.
- C. An emergency telephone number shall be provided to the Township which shall be operational 24 hours a day, 7 days a week. This emergency number shall be able to dispatch a vehicle to immediately respond to requests forwarded by the Mayor or his/her authorized designee, or Township representative.

**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 end of the week. 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 end of the week. See Section **5.5 Collection Schedule** for additional information; where conflicts apply, Section 5.5 shall prevail.

**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 Township. Upon written request, the log shall be supplied within seven business days.

- B. The Contractor shall submit a copy of all complaints received and the action taken to the Township.
- C. The Township may withhold payment of said claim or portion thereof for failure to supply complaint information.

**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 (see Section 5.22).

**5.13. INVOICE AND PAYMENT PROCEDURE**

- A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.
  - 1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Township of Gloucester for the preceding calendar month (the "billing month").
  - 2. The Contractor will not pay the costs of disposal except as identified within the bid documents.  
  
The approved Disposal site shall submit a separate invoice to the Township for payment as per **section 5.6**. If the Township awards the "Supplementary" for SOLID WASTE disposal, the Contractor shall include preceding calendar month's costs for the solid waste disposal.
- B. The Township will pay all invoices within 30 days of receipt. (With the exception of purchase of garbage containers, if awarded), the Township will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township shall have 30 days from the date of receipt of the corrected invoice to make payment.
- C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during

the billing month. The tonnage for which the Township will 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 (when applicable). Where the Contractor has paid the costs of disposal, the Township will reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility (excepting where Contractor is identified as being responsible for waste). The invoices shall specify the number and type of vehicle used for collection in the Township of Gloucester; 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 Township of Gloucester will pay the costs of disposal, the disposal facility shall bill the Township of Gloucester directly for all costs (including taxes and surcharges).
- F. Where the Township of Gloucester awards the "Supplementary" to include solid waste disposal as the responsibility of the Contractor, the Contractor shall bill the Township the rate provided in the bid offer and provide all applicable documentation as noted above. The rate provided in the bid offer must include all applicable taxes (including \$3.00 N.J. Recycling Tax) and tariffs. The Township will only be responsible for the actual rate provided in the bid offer. The "Supplementary" for solid waste disposal is approximate. The actual annual amount of waste to be disposed may be greater or less. The contractor is advised and understands that actual contract quantities may deviate from current projections. The Township will only pay for the actual amount of solid waste collected.

**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 Township of Gloucester 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.

The Contractor shall furnish and maintain at all times a well-organized and efficient working force capable of providing the daily service required. The working force shall be properly attired and equipped for neatness and safety. The Contractor shall employ only competent and skillful workers to perform the tasks called for by the terms of this contract, and shall bear proper employment identification. The Contractor shall take reasonable steps to insure those employed do not participate in any of the following:

- Intoxication or drug abuse
- The use of loud, profane, vulgar or obscene language
- The refusal to collect or handle solid waste as herein required and defined
- The wanton or malicious damage or destruction of containers. Any other wanton, willful, or reckless disregard of safety or sanitary requirements
- Failure of the Contractor to enforce said regulations shall be considered a breach of the contract

**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-6.19. The insurance policy shall name the Township of Gloucester as an Additional Named insured indemnifying the Township with respect to the Contractor's actions pursuant to the Contract.

**5.17. CERTIFICATES**

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

**5.18. INDEMNIFICATION**

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

**5.19. SUPPLY AND DELIVERY OF 96-gallon CONTAINERS (SEMI-AUTOMATED AND AUTOMATED) GARBAGE CONTAINERS**

It is the intent of these specifications to describe Semi-Automated and Automated Garbage Containers. The specifications below are for ninety-six (96) gallon sized containers. The containers purchased will be the ninety-six (96) gallon size; however, there may be needs on an irregular basis for smaller sizes. The specifications below are to be all-inclusive for the sizes listed. The bid price shall include all equipment so that when delivered, the containers will be fully functional and delivered to all individual residents requiring curbside collection within the Township of Gloucester. All deliveries must be completed within a sixty (60) day period. The Township shall make one lump sum payment within 60 days following the completion of delivery of all containers to individual residences and receipt of invoice of same.

It is understood that there are multiple vendors for these types of containers. Each sub-contractor for container purchase and delivery will be fully evaluated. Please note all exceptions and provide a brief explanation for the exception on separate sheet(s). Attach full specifications if necessary on proposed container. Note that although the specifications call for a ninety-six gallon container, it is understood that the standard manufacturer practices develop both 95-gallon and 96-gallon container sizes. Both container sizes (95 and 96) will be considered acceptable volumes and meet the intent of the specifications. If no exceptions are taken, Vendor shall supply all materials exactly as specified.

As a part of this bid submission, bidder shall provide replacement parts list and current pricing for said list.

The container shall be designed to contain solid waste materials including garbage, refuse, rubbish, and solid waste, types 10 & 13. The containers shall be designed to be dumped by semi-automated and fully automated truck systems. It is the responsibility of the bidder to verify containers are compatible with the proposed Solid Waste collection vehicle(s).

### **5.19A Submission Documents – Supply and Delivery of 96-Gallon Container (Semi-Automated and Automated) Garbage Containers**

The specifications herein describe the minimum acceptable features and performance requirements for universal refuse containers. Bidders must thoroughly read and understand these specifications prior to proposal submission. All proposals must be submitted on the forms provided. Bidders shall complete the specification column with a check mark to indicate if the item being proposed by the Bidder is exactly as specified. If an item is left blank, the Township of Gloucester will assume the Bidder cannot meet the specifications and may cause rejection of the proposal. By checking any of the “NO” spaces the Bidder states that the product being proposed does not conform to that specification. All variations and/or exceptions must be documented, referencing applicable paragraph(s), and explained in detail on a separate page titled “Exceptions”. The Township of Gloucester will be the sole entity in determining “Variations” or “Exceptions” that are acceptable or provides just cause for rejecting submission. If the Township determines by any means that exceptions exist which were not identified on such list, then that proposal will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the proposal meets all specifications. If awarded, the successful bidder must only deliver the containers that are proposed with this bid submission. Failure to provide the exact container specified will disqualify said bidder. Failure to provide a sample container at the Township’s request within 7 days will be subject to disqualification of the said bidder.

#### **1. MANUFACTURING PROCESSES AND MATERIALS**

Each universal roll out container shall consist of a body, lid, wheels, axle and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.

Description	Yes	No
<b>MANUFACTURING PROCESS:</b> Each container and lid must be made from the injection-molded process only.		
<b>PLASTIC MATERIAL:</b> Base plastic resin for the container body and lid must be first quality high-density polyethylene (HDPE) supplied by a national petrochemical producer such as Dow Chemical or Exxon Mobil. Off-spec or wide spec material and dry blending of material is not acceptable.  The bidder must submit technical data sheet(s) from the resin producer.		

<p><b>RESIN ADDITIVES:</b> The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container.</p> <p>All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. Containers must be manufactured using a hindered amine light (HAL) stabilizer package, which maximizes light stable color pigments, ensures for minimal degradation, and protects the plastic resin at the chemical level. The container shall be protected against ultraviolet rays with an ultraviolet stabilizer additive with no less than one and one half percent (1.5%) by weight.</p> <p>The bidder must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.</p>		
<p><b>TESTING:</b> At the request of the Township of Gloucester, sample containers may be tested and put through a series of rigorous real world tests to simulate daily use. It will be at the discretion of the Township to the tests performed and a testing committee will review the performance of each container. Failure to pass all portions of the testing could result in disqualification of the bidder. Does the bidder accept the testing requirements stated in this bid?</p> <p>YES _____ NO _____</p>		

## 2. CONTAINER REQUIREMENTS

The universal roll out containers must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

Description	Yes	No
<p><b>ANSI CONFORMANCE:</b> Containers proposed herein must meet the requirements of ANSI Z245.30 and ANSI Z245.60 standards for "Type B/G" containers.</p> <p>The bidder must submit independently certified copies of all ANSI test results with proposal. Test results must state load (in pounds) under which tests were conducted. The ANSI Appendix D test for "Loading and Unloading Test for Containers" must clearly state that the required 520 dump cycles under the container's full rated load were performed on both a Semi-Automated Container Lifter and a Fully Automated Grabber Arm.</p>		
<p><b>INTERIOR CONSTRUCTION:</b> The interior surface must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the containers could become trapped.</p>		

<p><b>STABILITY:</b> Each container shall be stable and self-balancing when in the upright position, either loaded or empty. The container must be designed to withstand winds averaging 35 mph when empty (based on the average wind resistance of the four sides of the container).</p>		
<p><b>LIFT SYSTEM:</b> Each container shall be equipped with attachment points, which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the container with no less than (7) seven support ribs under the lifting pocket for 96/95 gallon containers. The lower metal bar of 96/95 gallon containers must come pre-installed from the manufacturer, must be designed to withstand over ten (10) years of lifter attachment, and must be a 1" diameter galvanized free floating steel bar. The length of the bar must not exceed 9½ inches. The steel bar must be held in place by pre-installed latch/push pins. The latch/push pins must be located on the inside of the container to avoid interaction with the container tippers. Latch/push pins placed on the outside of the container are unacceptable. The lower bar cannot be attached by means of screws, bolts, fasteners, pins, etc. Containers with bolted-on lower bars are NOT acceptable.</p>		
<p><b>ABRASION PROTECTION:</b> The containers must be designed with a double drag rail on the container bottom. The container base must be reinforced in the area that contacts the ground with a molded-in wear strip</p>		
<p><b>RIM OF BODY:</b> The top of the container body shall be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim shall have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the container from under the edge of the lid. The rim of the container must not be designed to have an inward radius to obstruct free flow emptying of material out from the container.</p>		

<p><b>LID:</b> The lid shall be of one piece construction, injection molded of high density polyethylene resin (HDPE) and must be manufactured of the same material as used in the container body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the container properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc and hang open without stressing the lid or container body. Living hinges and lid counter weights are unacceptable. The manufacturer may not attach lids to containers using metal hinges, brackets/bolts and/or screws, metal bars, PVC, plastic glued connections, or any hidden bars. Lid attachments must be constructed of weather resistant plastic only. Attachments must be easily installed during container assembly and uninstalled during container disassembly. Lid must be capable of being imprinted with a custom hot stamp, heat transferred label, or in-mold label technology. Lid attachment hinge must be no less than 1.25" in width.</p> <p>STATE LID HINGE ATTACHMENT WIDTH: _____ inches</p>		
<p><b>HANDLES:</b> Each container must be equipped with a handle that is a minimum of 1" diameter. The handle and handle mounts must be an integrally molded part of the container body. The handle shall be designed to afford the user positive control of the loaded container at all times. The handle must not have the ability to rotate on its own axis at any time. Handles that are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.</p>		
<p><b>AXLE:</b> The axle must be a minimum of 3/4" diameter, high strength steel fully supported by container body. Zinc chromate plated or powder coated equivalent for corrosion protection. Axle must slide through at least (4) four molded-in plastic journals in the container bottom and must not be exposed to contents inside of container. There must also be (2) two half journals molded into the bottom of the container for the axle to slide through to ensure proper weight distribution of the contents of the container. Axles attached by means of bolts or rivets are unacceptable.</p>		
<p><b>EASE OF ASSEMBLY AND DISASSEMBLY:</b> The bidder must supply a container assembly instruction sheet with their response. The instruction sheet should include a list of container parts and a list of tools needed for assembly.</p>		
<p><b>PARTS AVAILABILITY:</b> All bidders will supply a listing of replacement parts available for their model container.</p>		
<p><b>COLOR:</b> Containers must be a distinctive color impregnated into the plastic. Painted universal recycling containers are unacceptable. The Township of Gloucester will choose color from manufacturer's standard color options. The Bidder must submit a standard color chart with the bid submission.</p>		

### 3. CONTAINER SPECIFICATIONS – 96/95 GALLON

The container offered must be 96/95 gallons (+/-3%) and must comply with the following listed specifications:

Description	Yes	No
<p><b>LOAD RATING:</b> The 96/95-Gallon container must be designed to regularly receive and dump the following pounds of recycled materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform to ANSI Standard Z245.30.</p> <p style="text-align: center;"><b>96/95-Gallon – minimum 332 pounds</b></p> <p>STATE LOAD RATING OF CONTAINER: _____ pounds</p>		
<p><b>MANEUVERABILITY:</b> To ensure that the proposed 96/95-gallon container is easily operated by the citizens of each residence, the bidder must state the average tipping forces required to maneuver a fully loaded container when tilted to the roll position. The bidder must also submit documentation that conforms to ANSI Z-245.60 Force To Tip testing that clearly defines the container's maximum average tipping force. The results of this testing may not exceed a maximum average of 77 pounds. Any container that is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified.</p> <p>STATE MAXIMUM AVERAGE FORCE: _____ pounds</p>		
<p><b>RESIN WEIGHT:</b> The quoted container must be manufactured to achieve a minimum resin weight of the following:</p> <p style="text-align: center;"><b>96/95-Gallon – minimum 34 pounds</b></p> <p>STATE RESIN WEIGHT OF CONTAINER: _____ pounds</p>		
<p><b>WALL THICKNESS:</b> The quoted container must have a nominal wall thickness of .175 inches throughout the body of the container and a minimum wall thickness of .185 inches in the critical wear points (i.e. container bottom, handle and lift mechanism). The minimum wall thickness of the lid must be .140 inches.</p> <p>STATE BODY WALL THICKNESS: _____ inches  STATE CRITICAL WEAR POINT THICKNESS: _____ inches  STATE LID WALL THICKNESS: _____ inches</p>		
<p><b>CAPACITY:</b> The total capacity of the container body, excluding the lid, must be a 96/95 U.S. gallons (+/- 3%). Bidder must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the container body (to the nearest 0.1 U.S. gallon).</p> <p>STATE TOTAL CAPACITY: _____ gallons</p>		

<p><b>DIMENSIONS:</b> The minimum exterior dimensions (+/- 5%) of the completely assembled container are as follows:  HEIGHT: 45.00 inches  DEPTH : 33.00 inches  WIDTH : 28.50 inches</p> <p>STATE HEIGHT: _____ inches  STATE DEPTH: _____ inches  STATE WIDTH: _____ inches</p>		
<p><b>WHEELS:</b> Wheels shall be minimum 12" in diameter and 1.75" wide with knobby treads. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs. Wheels must be snap on style wheels. Wheels that require the use of pal nuts, washers or other means of connection will be considered unacceptable.</p>		
<p><b>NUMBER OF PARTS:</b> In order for ease of assembly and parts inventory, the Township is requesting the bidder to state the number of separate parts that comprise each container to include but not limited to; lid, body, wheels, axle, catch bar, rivets, lid fastener components, etc. A maximum of 8 parts is preferred.</p> <p>STATE NUMBER OF SEPARATE PARTS: _____</p>		

#### 4. MARKINGS

Each container must be permanently marked with letter/numbers, as follows:

Description	Yes	No
<p><b>SERIAL NUMBER BAR CODES:</b> Each container must have a bar code and associated serial number branded in white on the container. The serial number/bar code shall contain 9 total alphanumeric digits, including a 3 digit prefix that indicates the container size, municipality/brand plate identification and type, followed by a unique 6 digit serial number. For example, a 96/95 Gallon branded Solid Waste container should have a serial number such as 9GS000001 where the 9 represents the size, G represents Township name and S represents Solid Waste. Under the barcode the date of manufacture must clearly be displayed. Adhesive or sticker serial number bar codes are not acceptable for new production containers. The serial number/bar code must be pre-associated at the container manufacturer's facility. The bidder will maintain an electronic file and database that will identify the date of manufacture by the serial number for warranty purposes in the future.</p>		
<p><b>CONTAINER LOGO:</b> The Township of Gloucester logo and full name (i.e. Gloucester Township) shall be affixed by hot stamp onto both sides of the container body.</p>		

**USER INSTRUCTION:** Instructions for the safe use of the container must be molded into each lid. Instructions shall be approved by the Township. Similar to the following with a load rating of 332.5 lbs.



**LOAD RATING:** The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms. 332.5 lbs.

## 5. RFID & BAR CODE INTEGRATION

Each container must be produced and shipped with a bar code and UHF RFID tag that have been pre-associated at the manufacturer's production facility.

Description	Yes	No
<b>RFID &amp; BAR CODE INTEGRATION:</b> All 96/95 gallon containers must be equipped with a bar code and UHF RFID tag that have been pre-associated at the manufacturing facility. The RFID tag must be installed within the container body, with no exposure to the outside elements. The serial number/bar code shall contain 9 total alphanumeric digits, including a 3 digit prefix that indicates the container size, municipality/brand plate identification and type, followed by a unique 6 digit serial number. The serial number bar code must be the same number as what is used to identify the container for warranty purposes. Adhesive or sticker RFID tags and/or bar codes will not be acceptable on new production containers. To avoid interference with the container contents/materials, RFID tags placed inside of the container are unacceptable. RFID Tags affixed to the container lid are also unacceptable.		
<b>RFID TAG &amp; BAR CODE ASSOCIATION:</b> As stated, all containers must have a bar code and UHF RFID tag that have been pre-associated at the manufacturing facility. It is the responsibility of the container manufacturer to provide and maintain an electronic data base for the Township which includes the association information. The data base must include each container's RFID Tag, Serial Number, Date of Manufacture, Location of Manufacture, Container size and Container Type. It is expected that the manufacturer will maintain this data base for a minimum of 5 years and provide additional association information for future container purchases. The Township of Gloucester may at any time request for this information during the production of containers and said bidder must provide the association information within 48 hours of request.		
<b>RFID INLAY SPECIFICATIONS:</b> The RFID inlay must be passive Gen 2 UHF Tag and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPCglobal C1G2 protocol. The antenna dimensions must not exceed 3.741 in x .302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate must be heat treated PET. The inlay must be sandwiched between a minimum of two-0.005" polyester SmartCard material using a heavy duty P7 permanent adhesive.		
<b>RFID TAG TESTING:</b> RFID tag used in manufacturing has been tested and certified with an IP67 rating. The testing certification requirements consist of (1) 1mm Probe per EN 60529, (2) Dust circulation per EN 60529 and (3) Temporary Immersion per EN 60529.		

<b>RFID TAG VERIFICATION:</b> The RFID tag must be encoded and verified at the manufacturing facility to ensure that it is working properly prior to shipment.		
<b>RFID TAGS DURING DELIVERY:</b> Delivery responsibilities are that of the Contractor. RFID tags must not be used as a method of associating containers to households. The RFID Tag is utilized for providing data during the collection process. The Township feels that utilizing a barcode scanner for association of containers to households in the field will provide better accuracy for this specific application.		
<b>RFID EXPERIENCE:</b> Please illustrate your experience in providing communities with RFID enabled containers. The Township requires the contractor to have a minimum of 1 million RFID enabled residential containers in the field in a minimum of 25 separate locations.  Number of RFID enabled containers on the street _____  Number of Customer Locations that have received your RFID enabled containers -----		

## 6. DATA INTEGRATION

Description	Yes	No
The Contractor is responsible for migrating manufacturing data directly from their container manufacturing facility a database acceptable to the Township of Gloucester that is to be provided as part of this program. The data included in the specified file format from the manufacturer would need to include information on each individual container including but not limited to, container size, type, serial number, RFID value, date of manufacture and plant of manufacture. At the time a container is produced at the manufactured facility, the production data (including container serial number and RFID Tag Value) should automatically be associated to the acceptable database in an effort to build an inventory of new production containers and to start the monitoring process of container inventories and their locations.		
The Contractor must have a data integration system in place for a minimum of 3 years with a minimum of 15 installations. Proof of references must be included with the Contractor's bid submission.		

## 7. Assembly, Distribution and Tracking Services for Containers

Description	Yes	No
<p>The Contractor shall be responsible for coordinating the delivery of containers from the manufacturing plant, unloading loads of containers, assembling necessary parts, and distributing the containers to homes throughout the Township of Gloucester. It is preferred (but not required) that the Contractor shall have its own assembly and distribution (A&amp;D) division of its company.</p> <p>Does the Contractor have its own A&amp;D division of its company?  YES _____ NO _____</p>		
The Contractor shall unload all delivery trailers in a timely manner. Any damage to the containers or bins during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the contractor to replace in kind.		
Containers shall be assembled in a timely manner and once assembled shall be placed at the resident's curb (in the street).		
The Contractor will be required to attach any literature to the containers required by the Township of Gloucester. The Township will provide Contractor all necessary documents in Microsoft "Word". Contractor shall be responsible for all photocopies as well as the supply of 21" plastic newspaper bags or some equivalent. The Township will limit the document to a maximum of 3 sheets. Print shall be black text on standard stock, 20lb., 92 brightness paper, single-sided.		
Contractor shall assemble and deliver containers in all conditions except as a result of extreme weather conditions or Acts of God.		
The Township of Gloucester will provide Contractor with accurate detailed maps and an account delivery database with associated containers to be delivered per home/account at least four weeks prior to the collection contract start date.		

<p>The Contractor will record the container serial number and GPS Coordinate (Lat and Lon) with a hand held scanner for each and every address where a container is delivered. The Contractor cannot use an RFID tag as a means of associating a container to a specific address during the delivery process. Manual written down serial numbers are also NOT acceptable. The Contractor will then be required to upload all data and provide the Township's daily delivery information. The Contractor must have the ability to add any addresses that may have been excluded from the original delivery list in the field as well as assign a resolution code to any property that cannot receive delivery of a container or where an exception is identified. The resolution codes would include, but are not limited to vacant property, burned out structure, uninhabitable home, vacant lot, etc. The Township will have the ability to customize resolution codes based on its particular needs prior to the commencement of delivery. The cumulative delivery report must be kept in an electronic file of the address assignments for each container by serial and RFID tag number. The report must then be presented to the Township in an acceptable electronic format upon completion of the delivery.</p>		
<p>The Contractor shall provide a qualified assembly and distribution staff. In addition to a Contract Administrator, the Contractor shall provide a supervisor level full-time employee to work directly with the Township's staff to solve any problems resulting from distribution services while that service is being provided.</p>		
<p>All Contractor employees shall be dressed in an appropriate manner with shirts that identify the Contractor. Appropriate safety gear like reflective clothing shall be worn at all times by the distribution staff. The Township may require the Contractor to remove an unacceptable employee from these services who is wanton, negligent, or discourteous in performance of duties as outlined in the contract. Contractor personnel shall be courteous with the public and municipal personnel at all times. Contractor employees shall answer questions from the public, but direct them to municipal staff for details.</p>		
<p>The Contractor shall immediately pick-up and/or clean-up any materials dropped on the roadway or parking lot while in the process of assembly or distribution.</p>		
<p>All vehicles used by the Contractor in the distribution of containers shall be kept clean and presentable.</p>		
<p>All distribution services shall start no earlier than 7 am and end no later than dusk Monday through Saturday. No distribution or exchange services shall take place outside of those times unless approved by the Contract Administrator or designee.</p>		
<p>Contractor will provide a timeframe for the complete production and distribution of the containers. The timelines shall be as follows:</p> <p>_____ days, beginning: _____</p>		

Contractor must provide GPS coordinates (latitude and longitude) of each delivery at the point of drop off at the completion of the program. These must be provided in an electronic file format.		
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## 8. CONTAINER EXPERIENCE/COMPLIANCE

The bidder must adhere to following experience qualifications:

Description	Yes	No
<b>CONTAINER EXPERIENCE:</b> The bidder must have at least (10) ten years of experience in the USA of continuous production/manufacturing of containers for use in automated and semi-automated collection systems.  STATE YEARS OF EXPERIENCE: _____ years		
<b>REFERENCES:</b> Bidder must submit with its bid a reference list of municipalities currently using the proposed products in this bid. The list must include at least ten (10) municipalities who currently have at least 60,000 containers in service. Include the name of the municipality, year of installation, contact person, phone number, and quantity for each reference. Failure to include these references will result in bid disqualification.		

## 9. WARRANTY

The bidder must submit with its proposal a warranty specimen of the exact warranty offered for the universal refuse containers. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials or workmanship for a period of ten (10) years after installation. The transportation costs of sending the warranty containers to the municipality must be assumed by the bidder. The warranty extends to the initial Solid Waste collection Contractor as well as the Township of Gloucester. Warranty will not extend to any third party should the municipality sell or release these assets. The Bidder's warranty is understood to include, whether stated in Bidder's warranty or not, the following coverage:

Description	Yes	No
Failure of the lid to prevent rainwater from entering the container when in the closed position.		
Damage to the container body, lid or any component parts through opening or closing the lid.		
Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices.		
Failure of the body and lid to maintain their original shape.		
Damage or cracking of the container body through normal operating conditions.		
Failure of the wheels to provide continuous easy mobility as originally designed.		
Failure of any part to conform to minimum standards as specified herein.		
If bidder is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the bidder. The bidder must submit with their bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the bidder, should the bidder ever be in a position to not do so. Such letter shall be signed by the owning entity's top officer and notarized.		

All bidders agree to list below all the exceptions to the request for bid specifications. Attach additional sheets if necessary.

[illegible]

The following manufacturers have been determined to be acceptable at the time of review. The Township of Gloucester will be the sole entity in determining “variations” or “exceptions” that are acceptable or provides just cause for rejecting bids:

- This list is not intended to be all-inclusive. Additional manufacturers may meet the above technical specifications. Determination of acceptable manufacturers will be at the sole discretion of the municipality.

**5.20 ADVERTISING – AT NO EXPENSE TO THE TOWNSHIP OF GLOUCESTER**

Any and all advertising of holidays and days where a change of schedule will occur will appear in the Courier Post and The Philadelphia Inquirer.

The advertisement will be a minimum of four (4) inch square in size and all language must be submitted to the Mayor's office or administrative office for approval.

The advertisement will be placed and must run for four (4) days in advance of each holiday.

The advertisement must include clip art of some type of trash service (i.e. trash can(s), trash truck, etc.) to bring attention to the ad.

The ad shall not be limited in the amount of text to be provided. Gloucester Township may edit advertisements to its liking at no cost.

**5.21. LIQUIDATED DAMAGES**

- A. The Contractor agrees that liquidated damages will be assessed in all cases where the Township shall elect to take such liquidated damages for actual costs but not less than the following: \$2,000.00 per route or any portion thereof for each day that the Contractor fails to collect the refuse material except where due to an Act of God. "Route" shall be defined to mean the path which each truck follows to collect refuse in any given day. Each truck responsible for the collection of refuse shall be deemed to comprise its own route. For example, if there are ten trucks in the municipality collecting refuse on any given day, and all ten trucks fail to appear for collection, then the liquidated damages shall be \$20,000 (twenty thousand dollars).

- B. For failure to clean up immediately, spillage from the Contractor's vehicles or resulting from the collection or carting of refuse: one hundred (\$100.00) dollars for each such violation.
- C. For failure to answer a complaint pertaining to problems concerning collection of solid waste on the same day the complaint is received: one hundred (\$100.00) dollars.
- D. For failure to provide information as to the number and type of trucks working daily: fifty dollars (\$50.00) a day.
- E. For failure to place trash containers off the traveled roadway on the grass plot: fifty (\$50.00) dollars for each location stop and/or house.
- F. \$100.00 (one hundred dollars) for failure to replace or pay for any container or cover within seven (7) days as prescribed.
- G. \$200.00 (two hundred dollars) per occurrence for regularly failing to collect a stop.
- H. \$100.00 (one hundred dollars) per occurrence for failure of any collection vehicle to be equipped with a broom or shovel as required.
- I. \$100.00 (one hundred dollars) for failure of the Supervisor to report and collect complaints as set forth in Section 5.11.
- J. If the Contractor mixes a load of recyclable material with solid waste, liquidated damages will be assessed in the amount equal to the entire disposal cost of the material in the truck. The cost/ton will be based on the weight of the truck at the disposal facility.
- K. \$1,000.00 (one-thousand dollars) per occurrence for any employee accepting a gratuity as set forth in Section 5.12.
- L. \$1,000.00 (one-thousand dollars) per occurrence for the collection and/or disposal of any unauthorized stop.

A continuing violation of any of the above shall be considered a new violation each day. This provision is in addition to and not in limitation of other rights of the Township of Gloucester under other parts of these specifications.

In the event that continued and repeated violations are not corrected by the Contractor after due notice by the Township of Gloucester, the Township shall in no way relieve the Contractor of contract obligations specified herein. Liquidated damages shall be deducted from the monthly bill.

It is not the intent of the Township to unreasonably assess damages under this Section. The purpose is to respond to citizens' complaints and resolve disputes over the collection and/or disposal of solid waste. In all cases where a dispute arises, the Mayor or designee, or administrator will make a reasonable final determination on a settlement which will be binding under this contract.

**5.22. NO LITTER OF STREETS:**

The Contractor shall pick up and sweep, if necessary, all refuse that may drop in the street during the collection and transfer of solid waste.

The Contractor shall also be responsible to clean up immediately any spillage of liquids, including paint and/or hydraulic fluid that may be deposited on traveled roadways.

**5.23. PROPERTY DAMAGE:**

The Contractor shall be liable for damage caused by his servants or agents to buildings, walks, lawns, drives, flowers, shrubs, or trees and for any loss of any nature whatsoever to the property owner, and any such loss resulting from the acts of omission of the Contractor, his servants or agents, shall be promptly paid. If after ten days' notice, such payment is not made by the Contractor the Township of Gloucester may pay the same and deduct the amount thereof from the next payment to the Contractor. The Mayor or his/her designee, or administrator shall be the sole judge of the reasonableness of all claims submitted and his/her decision shall be final and binding upon the Contractor. Contractor shall carry the appropriate property damage insurance as specified within.

**5.24. BREACH OF CONTRACT**

If the work to be done under these specifications and the contract to be entered into shall be abandoned or not carried on, or if at any time the Mayor, Director of Public Works or his/her Designee, or the Township's administrator, shall be of the opinion and shall report that the said work is unnecessarily or unreasonably delayed, or that said Contractor has violated any of the conditions or covenants of these specifications, or of said contract; or is not making such collection will be made upon schedule time, the Township shall have the right and power to notify the said Contractor to discontinue all work or any part thereof as the Township may designate; and that said Township shall thereupon have power to contract for the completion of the work, and, at its option, to hire so much equipment and to place such and so many persons on the work as it may deem advisable, by contract or otherwise to complete the work as herein described, or so much thereof as shall be necessary and to charge the expense of said labor and material and equipment to the Contractor, and the expense so charged shall be deducted and paid by the Township out of such monies as may be either due or may at any time thereafter become due to the said Contractor under the contract or any part thereof, and in case the expense is greater than the sum which would have been payable under this contract then the said Contractor shall remit the amount of such excess to the Township; the surety bond or bonds herein mentioned shall be security for the said indemnification of the Township.

It is hereby stipulated and agreed that in the event of a labor strike or other emergency the Contractor shall not forfeit his contract by reasons thereof for the duration of such strike or Act of God; provided however, that the cost of performing the work specified in such contract to be done during such period shall be charged to the Contractor as in the case of a default by him.

The Contractor hereby agrees that in the event of such default, if the expense of carrying out the contract shall exceed the cost of said work under the contract, the said Contractor will reimburse the Township for any expense over the cost of said work under the contract. Contractor agrees that any breach of Contractor specifications shall give the Township the right (in addition to its other rights under these specifications) to

utilize the rights reserved under this section. A strike contingency plan must be submitted at the time of the award.

**5.25. TERMINATION OF CONTRACT:**

- A. Any violation of these specifications shall be sufficient cause for the immediate cancellation of the contract by the Township, who may thereupon employ the necessary labor to perform the work or re-advertise or re-let the work, at the expense of the offending Contractor and his sureties.
- B. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the Contractor shall violate any of the requirements of this contract, the Township shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination. Such termination shall relieve the Township of any obligations for balances to the Contractor of any sum or sums set forth in the contract.
- C. Notwithstanding the above, the Contractor shall not be relieved of liability of the Township for damages sustained by the Township by virtue of any breach of the contract by the Contractor and the Township may withhold any payments to the Contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the Contractor is determined.
- D. The Contractor agrees to indemnify and hold the Township of Gloucester harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision.

- E. In case of default by the successful bidder, the Township may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
  
- F. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township of Gloucester reserves the right to cancel this contract.

**5.26 MATERIAL DISPOSAL**

All materials shall be disposed of directly to the designated disposal facility by the collection vehicle. No transfer system shall be employed by the Contractor, unless the Township expressly approves of a licensed transfer station. All material shall be disposed of on the same day on which it was collected. In cases where disposal cannot be made on the same day, then disposal shall be made no later than the following day in which the disposal facility is open and accepting material. In instances where this is not possible, i.e. breakdowns etc., then the Contractor must immediately notify the Township in writing of its inability to dispose of the material, the reason it cannot dispose of the material, the anticipated disposal day, the vehicle affected, and the date the material was originally collected. If the Township does not receive such notification, it reserves the right to deny payment for any such disposal and collection.

**5.27 NOTICE DESIGNATIONS**

The locations designated in the bid which this contract is founded is hereby designated as the place at which all notices, letters and other communications shall be served, and to which all notices, letters and other communications shall be mailed or delivered.

All notices specifically mentioned herein and all other communications of any kind which may of necessity be hereafter dispatched may be sent by regular mail, and the Contractor shall be deemed to have received said notice. If the document in question has been addressed to the Contractor at the aforesaid address and has been deposited in the post-paid wrapper in any post office box regularly maintained by the United States Post Office, the date of service of the notice or other communications shall be five days following the date on which the same was so deposited in the United States Mail. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally, it being agreed that personal service, while not required is superior to the general mode of service by mail as prescribed herein.

**5.28 RE-DIRECT CONSIDERATION / FEES AFFECTED BY LAW**

Should a change in the Camden County Solid Waste Management Plan re-direct the material collected under this contract, or should legislation first implemented after the date of execution of an agreement covering this proposal impose taxes, tariffs, fees, surcharges, or other charges causing an increase or decrease in costs relating to the transportation, storage, processing treatment or disposal of material covered by this agreement, the Township and Contractor agree upon proper certification to adjust the appropriate charges set forth in the contract.

**5.29 CONSIDERATION OF LAW**

The Contractor shall comply with all laws, rules and regulations of safety and sanitation of the State of New Jersey, its departments, divisions or agencies, as well as of the Township of Gloucester, together with all laws, rules and regulations of the State of New Jersey, and of the United States with regard to working conditions, hours and wages. If any provision of the Instructions to Bidders, General Specification or other contract provision shall be held to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

**5.30 DISCLOSURE OF CONTRIBUTIONS**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**END SECTION 5; WORK SPECIFICATION**

**SECTION 6 – BIDDING DOCUMENTS****6.1 BIDDING DOCUMENTS CHECKLIST**

- \_\_\_\_ 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
- \_\_\_\_ 6.3 Statement of bidder's qualifications, experience and financial ability
- \_\_\_\_ 6.4 A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Township of Gloucester
- \_\_\_\_ 6.5 Stockholder statement of ownership
- \_\_\_\_ 6.6 Non-collusion affidavit
- \_\_\_\_ 6.7 Consent of surety
- \_\_\_\_ 6.8 Proposals

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**Name of Firm or Individual**

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**Title**

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**Signature**

---

**Date**

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

Name

Complete Address

Telephone Number

Federal I.D. 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: Bid for Solid Waste Collection – Township of Gloucester

I, \_\_\_\_\_, am the \_\_\_\_\_ of the \_\_\_\_\_  
 \_\_\_\_\_, 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 Township of Gloucester to award to \_\_\_\_\_ a contract for solid waste collection services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the Township of Gloucester 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 Township of Gloucester may reject the bid proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the Township of Gloucester, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Township of Gloucester 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 Township of Gloucester. 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 Township of Gloucester under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
  
  
  
  
  
  
  
  
  
  
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Township of Gloucester 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 (5) 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 the 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**

Attach bid bond, cashier's check or certified check in the amount of 10% of the bid, but not in excess of \$20,000.00; payable to the Township of Gloucester.

**6.5 STOCKHOLDER STATEMENT OF OWNERSHIP**

Check appropriate box:

☐ Corporation                      ☐ Partnership                      ☐ Sole Proprietor

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, county, municipality or school district, or any subsidiary or agency thereof, unless prior to the receipt of the of the corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names of all individuals who own 10% or more of stock or interest in the corporation or partnership”.

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 partners who own a 10% or more of its stock in 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.
4. If the bidder is other than a corporation or partnership, bidder shall indicate the form of corporate ownership as listed below.

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

I. Stockholders or Partners owning 10% or more of the company submitting bid:

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_
2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_
4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_
5. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature \_\_\_\_\_ Date: \_\_\_\_\_

II. No Stockholder or Partner owns 10% or more of the company submitting bid:

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

III. Bid is being submitted by an individual who operates as a sole proprietorship:

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

IV. Bid is being submitted by a corporation or partnership that operates as a (check one of the following):

- |  |  |
|--|--|
| <input type="checkbox"/> Limited Partnership           | <input type="checkbox"/> Limited Liability Corporation |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Subchapter S Corporation      |

Stockholders or Partners owning 10% or more of the form of corporation or partnership checked above shall provide the following information:

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

5. Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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

**6.6 NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

}

COUNTY OF}

s.s.: **Bid for Solid Waste Collection – Township of Gloucester**

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 Township of Gloucester 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 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 document to be provided by Bidder's surety company and must meet all applicable local, county, and State legal obligations.

**6.8**    **PROPOSAL**

Proposal for Solid Waste Collection beginning April 1, 2016.

---

I or We

of

---

[COMPLETE ADDRESS]

---

[CITY, STATE, ZIP]

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

NOTE:

**Bidders are required to sign all Option Proposal sheets.**

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

---

Signature

**Affix seal if  
a corporation.**

---

Title

**GLOUCESTER TOWNSHIP****Standard Solid Waste Collection Services**

	Base Service Curbside Per Year	Provide Price/Unit/Month for Reference Only	Added Units Curbside Price/Month	Base Service Container Per Year	Provide Price/Yard/Pickup for Reference Only	Added Container, Increased Size/Per Yard Costs/Per Pickup
Year 1: (9 months)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 2:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 3:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 4:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 5:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Subtotal G-1 Gloucester Township:	\$ _____		Subtotal G-2 Gloucester Township:	\$ _____		

Grand Total, (Subtotal G-1 & G-2), Gloucester Township Curbside and Container Service: \$ \_\_\_\_\_

Grand Total, (Subtotal G-1 & G-2), Gloucester Township, in words: \_\_\_\_\_

**Notes:**

1. The undersigned will contract to do all work and furnish all the materials, equipment, labor, etc. as necessary to carry out the intent of these specifications each and every week as described in Section 5 for the period commencing on April 1, 2016 and terminating December 31, 2020 (both dates inclusive).
2. Solid waste shall be directed to Covanta Camden Energy Recovery Center, 600 Morgan Blvd., Camden, N.J. or alternate site; Pollution Control Financing Authority, 9600 River Road, Pennsauken, N.J.
3. The Township of Gloucester reserves the right to designate another disposal facility or, if applicable, disposal facilities. Under the terms of this proposed option the Township may direct the successful bidder to any licensed transfer or disposal facility within a 25 mile distance, within state, from the municipality's borders for solid waste disposal. There shall be no additional costs for designating another facility under these terms. The Township makes no representation as to the alternative facility or facilities and reserves the right to re-direct within stated distance within 30 days' notice.

4. The base service/container per year shall be for collection and transportation only. Containers shall be serviced by a dedicated truck and cannot be mixed with any other solid waste. The Township will be responsible for all costs for disposal.
5. Bidders will not be permitted to "front-load" bids. In no case shall a cost for an earlier year be in excess of the following year's bid. Bidders may divide total costs into equal values for each year of the contract.
6. The bid document provides for a "supplementary" consideration with the Contractor having full responsibility of solid waste disposal at a facility as determined by the Contractor. If this consideration is awarded, Notes #2 and #3 shall become null and void.

---

Bidder's Representative (print)

---

Name of Firm

---

Signature

---

Address

---

City, State, Zip

---

Date

END OF PROPOSED OPTION #1

**GLOUCESTER TOWNSHIP****Automated/Semi-Automated (as determined by bidder) Solid Waste Collection Services**

	Base Service Curbside Per Year	Provide Price/Unit/Month for Reference Only	Added Units Curbside Price/Month	Base Service Container Per Year	Provide Price/Yard/Pickup for Reference Only	Added Container, Increased Size/Per Yard Costs/Per Pickup
Year 1: (9 months)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 2:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 3:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 4:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Year 5:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Subtotal G1-A Gloucester Township:	\$ _____		Subtotal G2-A Gloucester Township:	\$ _____		

Subtotal G1-A & G2-A, Gloucester Township, Curbside and Container Service: \$ \_\_\_\_\_

Subtotal G1-A & G2-A, Gloucester Township, in words: \_\_\_\_\_

**SUPPLY AND DELIVERY OF 96-GALLON CONTAINERS**

Price per container    Total cost

Year 1: 1) 17,194 96-gallon containers @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

2) 500 96-gallon containers @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Subtotal G3-A (#1 & 2 above); Gloucester Township, Supply Delivery of 96-gallon Containers: \$ \_\_\_\_\_

Subtotal G3-A, Gloucester Township, in words: \_\_\_\_\_

## Notes:

- (1) The 17,194 96-gallon containers to be supplied and delivered to the residential sources identified in attachment #2 "Gloucester Township". The Township will coordinate efforts with the successful bidder to provide detailed address information to assist in the delivery. This number excludes all townhomes/condominium units serviced by containers.
- (2) The 500 96-gallon containers are to be delivered to the Gloucester Township Public Works facility, Erial Road. All undeliverable containers are to be delivered to the Gloucester Township Public Works facility.
- (3) The Township will make one lump sum payment to the successful bidder within 60 days following the completion of delivery of all containers to individual residences.
- (4) Municipalities are exempt from Federal and New Jersey sales tax. Exemption certificates will be furnished to the successful bidder prior to the purchase of containers.

**BULK WASTE (ONCE A WEEK COLLECTION)**Standard or Semi-Automated (as determined by bidder) Bulk Waste Collection Service

	Base Service Curbside Per Year	Provide Price/Unit/Month for Reference Only	Added Units Curbside Price/Collection	Base Service Container Per Year
Year 1:	\$ _____	\$ _____	\$ _____	\$ _____
Year 2:	\$ _____	\$ _____	\$ _____	\$ _____
Year 3:	\$ _____	\$ _____	\$ _____	\$ _____
Year 4:	\$ _____	\$ _____	\$ _____	\$ _____
Year 5:	\$ _____	\$ _____	\$ _____	\$ _____
Subtotal G4-A Gloucester Township:	\$ _____		Subtotal G5-A Gloucester Township:	\$ _____

Subtotal G4-A & G5-A, Gloucester Township, Bulk Waste Curbside and Container Service: \$ \_\_\_\_\_

Subtotal G4-A & G5-A, Gloucester Township, in words: \_\_\_\_\_

**Gloucester Township**

Grand Total, (Subtotals G1-A thru G5-A) Gloucester Township, all inclusive: \$ \_\_\_\_\_

Grand Total, (Subtotals G1-A thru G5-A), Gloucester Township, all inclusive, in words: \_\_\_\_\_

---

**Notes:**

1. The undersigned will contract to do all work and furnish all the materials, equipment, labor, etc. as necessary to carry out the intent of these specifications each and every week as described in Section 5 for the period commencing on April 1, 2016 and terminating December 31, 2020 (both dates inclusive).
2. For the Township of Gloucester; the solid waste shall be directed to Covanta Camden Energy Recovery Center, 600 Morgan Blvd., Camden, NJ or alternate site: Pollution Control Financing Authority, 9600 River Road, Camden, NJ.
3. The Township of Gloucester reserves the right to designate another disposal facility or, if applicable, disposal facilities. Under the terms of this proposed option, the Township may direct the successful bidder to any licensed transfer or disposal facility within a 25 mile distance, within state, from the municipality's borders for solid waste disposal. There shall be no additional costs for designating another facility under these terms. The Township makes no representation as to the alternative facility or facilities and reserves the right to re-direct within stated distance within 30 days' notice.
4. For the Township of Gloucester; standard solid waste collection curbside services, the base service/container per year for Gloucester Township Resident Services shall be for collection and transportation only. Containers shall be serviced by a dedicated truck and cannot be mixed with any other solid waste. The Township will be responsible for all costs for disposal.
5. For the Township of Gloucester; bulk waste shall be provided once a week collection for base service curbside and container service. Bulk waste service shall be for collection and transportation only and therefore a dedicated truck is required and cannot be mixed with any other solid waste.
6. Bidders will not be permitted to "front-load" bids. In no case shall a cost for an earlier year be in excess of the following year's bid. Bidders may divide total costs into equal values for each year of the contract. This requirement shall be exclusive of the costs of the "Supply and Delivery of 96 Gallon Containers".
7. This bid document provides for a "Supplementary" consideration with the Contractor having full responsibility of solid waste disposal at a facility as determined by the Contractor. If this consideration is awarded, notes #2 and #3 shall become null and void.

\_\_\_\_\_  
Bidder’s Representative (print)

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

END OF PROPOSED OPTION #2

**6.9 "SUPPLEMENTARY" CONSIDERATION**

"Supplementary" for disposal of solid waste materials beginning April 1, 2016

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I or We  
of

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[COMPLETE ADDRESS]

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[CITY, STATE, ZIP]

hereby agree to provide complete performance in accordance with the Contract and Specifications for the Prices listed on the "Supplementary" Consideration sheets.

NOTE:

**Bidders are required to sign "Supplementary" sheet.**

**Bidders are invited to bid on the "Supplementary" consideration.**

---

Signature

**Affix seal if  
a corporation.**

---

Title

**6.9.1 GLOUCESTER TOWNSHIP**Contractor to Own & Dispose of Solid Waste Materials

Year 1: 25,000 tons @ \$\_\_\_\_\_/ton = \$\_\_\_\_\_  
(9 months)

Year 1 in words: \_\_\_\_\_

Year 2: 25,000 tons @ \$\_\_\_\_\_/ton = \$\_\_\_\_\_

Year 2 in words: \_\_\_\_\_

Year 3: 25,000 tons @ \$\_\_\_\_\_/ton = \$\_\_\_\_\_

Year 3 in words: \_\_\_\_\_

Year 4: 25,000 tons @ \$\_\_\_\_\_/ton = \$\_\_\_\_\_

Year 4 in words: \_\_\_\_\_

Year 5: 25,000 tons @ \$\_\_\_\_\_/ton = \$\_\_\_\_\_

Year 5 in words: \_\_\_\_\_

**Gloucester Township**

Grand Total "Supplementary" Consideration all services included: \$\_\_\_\_\_

Grand Total "Supplementary" Consideration in words: \_\_\_\_\_

- 1) The Undersigned will contract to do all work and to furnish all the materials, equipment, labor, etc. and pay any/all tolls, fees, taxes and secure all required licenses and/or permits as necessary to carry out the intent of these specifications each and every week as described in Section 5 for a period commencing on April 1, 2016 and terminating December 31, 2020 (both dates inclusive).

- 2) If this "Supplementary" consideration is awarded and becomes inclusive to a chosen collection option, all option notes regarding the identified solid waste facility and the right to designate another disposal facility shall become null and void.
- 3) Bidders will not be permitted to "front-load" bids. In no case shall a cost for an earlier year be in excess of the following year's bid. Bidders may divide total costs into equal values for each year of each year of the contract.
- 4) This "Supplementary" consideration is an increased cost to the municipality. The bidder need not identify if the bid is an "addition" from the awarding option.
- 5) The municipality reserves the right to consider the "Supplementary" consideration, but is not required to award this consideration. The municipality reserves the right to award any proposed option within the document and consider any additional service. If this additional service is considered, the award shall be provided to the lowest responsive/responsible bidder whose combined services (awarded option and the "Supplementary" consideration) provide for a total low bid for the services being considered.
- 6) The municipality reserves the right to eliminate the solid waste disposal services and re-direct disposal to any facility located within 25 miles of the border of the municipality. If service is to be eliminated, notice to the successful bidder will take place a minimum of 90 days prior to each yearly anniversary of the contract. This right is limited to the municipality securing pricing that is a reduction of costs over the contracted value provided in the above consideration.
- 7) The tonnage provided above is estimated and is to be utilized for bid comparisons only. If awarded, the successful contractor will be paid for the actual total of waste which is to be disposed. See Section 5.13 "Invoice and Payment Procedure".

---

Bidder's Representative (print)

---

Name of Firm

---

Signature

---

Address

---

City, State, Zip

---

Date

**7.0 CONTRACT DOCUMENTS****7.1 CONTRACT**

Contracts will be supplied at a later date from the Township of Gloucester. All terms and conditions within said contracts will be limited to the information provided within this bid document and any other statutory requirements by law.

The successful bidder(s) shall within twenty-one (21) days after official acceptance and receipt of contract from the Township of Gloucester, execute the contract(s) and deliver same to the Township's Clerk or Administrative Officer. Failure to do so will be considered as an abandonment of the contract.

**7.2 PERFORMANCE BOND**

The successful bidder(s) shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond to the Township of Gloucester. The performance bond must be provided prior to or concurrent with the required time frame for the delivery of the executed contract as described in Section 4.2. The performance bond for each succeeding year shall be delivered to the Township with proof of full payment If the premium one hundred twenty (120) days prior to the expiration of the current bond.

Failure to deliver a performance bond for any year of a multi-year contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Township of Gloucester to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Township in re-bidding the contract.

**7.3. VEHICLE DEDICATION AFFIDAVIT****AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } SS: **SOLID WASTE COLLECTION, TOWNSHIP OF GLOUCESTER**

I, \_\_\_\_\_, am the

\_\_\_\_\_ 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 Township of Gloucester 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 Township of Gloucester, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in the Township of Gloucester is not feasible, that the Township of Gloucester will not be responsible for disposal costs for waste generated outside the Township of Gloucester.

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 Township of Gloucester 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**

1. Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$5,000,000	each occurrence;
\$5,000,000	damage to rented premises (each occurrence);
\$5,000,000	personal and advertising injury;
\$5,000,000	general aggregate; and
\$5,000,000	products/completed operation aggregate

2. Business auto liability insurance or its equivalent with a minimum limit of:

\$5,000,000 per accident and including coverage for all of the following:

- Liability arising out of the ownership, maintenance or use of any auto; and
- Auto non-ownership and hired car coverage

3. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law:

\$500,000	each accident for bodily injury by accident;
\$500,000	each employee for bodily injury by disease; and
\$500,000	policy limit for bodily injury by disease

4. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$5,000,000	per occurrence;
\$5,000,000	aggregate

5. The Township of Gloucester (appointed officials, officers, directors, trustees, consultants, agents, and employees) shall be named as additional insureds with respects to: General Liability Insurance.

6. Indemnification: The Contractor will protect, defend, indemnify and hold harmless the Township of Gloucester from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, Subcontractor(s), Sub-subcontractor(s), and anyone directly for whose acts any of them may be liable.

7. In any and all claims against the Township of Gloucester or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefits Acts.

**7.5. AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } S.S.: **SOLID WASTE COLLECTION, TOWNSHIP OF GLOUCESTER**

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

I am employed by the firm of \_\_\_\_\_, 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**

- ❖ Mandatory Affirmative Action Language for Goods and Services
- ❖ Required Evidence – Affirmative Action Regulations
- ❖ State of New Jersey Debarred List Affidavit
- ❖ Americans with Disabilities Act of 1990
- ❖ Business Registration of Public Contractors
- ❖ Certificate of Employee Information Report
- ❖ State of New Jersey Executive Order 117

## ATTACHMENT #2

- ❖ Township of Gloucester – Municipal Data

**TOWNSHIP OF GLOUCESTER - MUNICIPAL DATA**RESIDENTIAL SOURCES:

Single family	17,279 Units
Multi-family	Included in the above
Town Homes/Condominiums	Container Service – <b>see Section 5.01-C</b>
Total	17,279 (curbside)
Plus Containers	<b>See section 5.01-C Container Service</b>

COMMERCIAL SOURCES:

Total	0 Units
Containers	0 Containers

INSTITUTIONAL SOURCES:

Churches	0 Units
Total	0 Units
Containers	<b>See section 5.01-C Container Service</b>

MUNICIPAL SOURCES:

Municipal buildings	6
Litter baskets	0
Total	6
Containers	<b>See section 5.01-C Container Service</b>

POPULATION: 64,634AREA: 23.24 square milesTOTAL ROAD MILES: UnknownTONNAGE REPORT (2013 and 2014):

Solid Waste:	<u>2013</u>	<u>2014</u>
Total	22,498.96 tons	24,065.28 tons

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 any regulations\* promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27 5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color,

national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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.

In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

REQUIRED EVIDENCE  
AFFIRMATIVE ACTION REGULATIONS  
N.J.A.C. 10:5 -31 and N.J.A.C. 17:27.1 et seq.

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.A.C. 10:5 -31 and N.J.A.C. 17:27.1 et seq. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

**OR**

2. A photocopy of approved Certificate of Employee Information Report.

**OR**

3. An Employee information Report (Form AA302).
4. All successful construction contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE  
ACTION REGULATIONS OF  
N.J.A.C. 10:5 -31 and N.J.A.C. 17:27.1 et seq.

-----  
The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?  
YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?  
YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 within the time frame.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of N.J.A.C. 10:5 -31 and N.J.A.C. 17:27.1 et seq. within the time frame.

# STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY

SS

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the City/Town/Township/Borough, etc.  
\_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_  
\_\_\_\_\_ being of full age and being duly sworn according to law on my  
oath depose and say that:

I am \_\_\_\_\_ an officer of the firm of \_\_\_\_\_,  
\_\_\_\_\_, the bidder making the bid for the above named work and that  
I executed said bid with full authority to do so; that said bidder at the time of making of this bid is not  
included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified  
Bidders; and that all statements contained in said bid and in this affidavit are true and correct, and made  
with the full knowledge that the Township of Cherry Hill, as the Owner, relies upon the truth of the  
statements contained in said bid and in the statements contained in this affidavit in awarding the contract  
for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State  
Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the  
life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by  
the signatory of the Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment,  
suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor  
pursuant to N.J.A.C.12:60-7.1 et seq, commits any of the acts listed therein, and as determined  
according to applicable law and regulation.

\_\_\_\_\_  
Signature with Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Firm Name

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

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

My Commission Expires \_\_\_\_\_, 20\_\_\_\_

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the Township of Cherry Hill of Cherry Hill, NJ, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## **BUSINESS REGISTRATION OF PUBLIC CONTRACTORS**

### **BUSINESS REGISTRATION CERTIFICATE**

The New Jersey State Contractor Business Registration Program to local government contracts requires any "Business Organization" (meaning individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof) to submit a copy of their Business Registration Certificate when submitting a bid or proposal OR prior to award.

### **FAILURE TO DO SO IS A FATAL DEFECT THAT CANNOT BE CURED**

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### **GOODS AND SERVICES CONTRACTS**

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. the 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 due 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 into this State.

A 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.

## **STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM**

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in Accordance with P.L. 2004, Ch.57.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organizations' Business Registration Certificate". No other form can be substituted to fulfill this requirement.

All firms competing for Municipal contracts **MUST** provide a copy of their Business Registration Certificate at the time the proposal is submitted OR prior to award. Failure to do so is a fatal defect that cannot be cured.

**Contracts other than Construction** - A contractor using subcontractors must provide copies of the Business Registration Certificate(s) of its direct subcontractors and direct suppliers to the contracting agency prior to award of contract if not submitted with the Bid. (A subcontractor is a business organization that knowingly provides goods and/or performs services for a contractor or another subcontractor in fulfillment of a contract with a contracting agency.) Questions regarding this law may be directed to the New Jersey Department of Taxation.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR	
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>
TAXPAYER IDENTIFICATION: <b>370-007-362/500</b>	SEQUENCE NUMBER: <b>010730</b>
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>
EFFECTIVE DATE: <b>01/01/01</b>	<i>J.P. &amp; Tully</i> ACT Director
FORM REG-001 (11)	

The Commission is not responsible for information it receives from persons who provide it above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

## SAMPLE OF BUSINESS REGISTRATION CERTIFICATE

**EITHER OF THE ABOVE CERTIFICATES IS  
ACCEPTABLE AND RESPONSIVE**



**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

This is to certify that the certificate issued by the State of New Jersey Employee Information Report published by N.J.A.C. 17:27 is of, and that the State of New Jersey Employee Information Report. This approval will remain in effect for the period of



Andrew P. Lukaczynski  
State Treasurer

**SAMPLE OF  
CERTIFICATE OF EMPLOYEE  
INFORMATION REPORT**

## EXECUTIVE ORDER 117

EXECUTIVE ORDER NO. 117

WHEREAS, the residents of New Jersey are entitled to a government that is effective, efficient, and free from corruption, favoritism, and waste; and

WHEREAS, in pursuit of those goals, a series of actions have been taken in New Jersey since 2004 - through legislation, executive order, and regulation - to protect the integrity of government contractual decisions and increase the public's confidence in government by prohibiting the awarding of government contracts to business entities that also are contributors to certain candidates and political parties; and

WHEREAS, among those actions were the issuance of Executive Order No. 134 (2004) and the codification of its provisions into statute in P.L.2005, c.51 (C.19:44A-20.13 et seq.) ("Chapter 51"); and

WHEREAS, since its adoption, Chapter 51 has significantly reduced the influence of contractor contributions in the process of awarding State government contracts and has proven to be an effective method of ensuring that merit and cost-effectiveness drive the government contracting process; and

WHEREAS, this administration is committed to ensuring the highest ethical standards in government contracting and rooting out corruption, favoritism, and waste; and

WHEREAS, experience has shown that additional measures are needed to ensure there is no dilution of the protections provided by Chapter 51 against the improper influence of political contributions on the process of awarding State government contracts and to ensure compliance with the provisions of Chapter 51; and

WHEREAS, many State government contractors, particularly those that provide professional services, are business entities whose form of business organization and ownership structure are such that the political contribution limits in Chapter 51 apply to few if any of the individuals who own or control the entity; and

WHEREAS, the strong public interest in limiting political contributions by businesses that contract with the State requires that the contribution limits in Chapter 51 be applied to such individuals and that those limits otherwise be applied in such a way that the purposes of Chapter 51 will be served regardless of the form of business organization of the State government contractor; and

WHEREAS, because New Jersey's campaign finance laws permit large, and in some cases unlimited, political contributions to flow between and among various types of political committees and State officeholders, the effectiveness of the restrictions in Chapter 51 can be, and have been, undermined by the current ability of State government contractors to make large contributions to legislative leadership committees and municipal political party committees; and

WHEREAS, the Constitution of this State requires the Governor to manage the operations of State government effectively and fairly, uphold the law to ensure public order and prosperity, and confront and uproot malfeasance in whatever form it may take; and

WHEREAS, it is the Governor's responsibility to safeguard the integrity of the State government procurement process by ensuring that there is no dilution of the protections provided by Chapter 51 against the improper

influence of political contributions on the process of awarding and overseeing the performance of State government contracts and that there be full compliance with the provisions of Chapter 51;

NOW, THEREFORE, I, JON S. CORZINE, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of this State, do hereby ORDER and DIRECT:

1. . For the purposes of this Order:

a. "Business entity" means:

(i) a for-profit entity as follows:

- (A) in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of the corporation;
- (B) in the case of a general partnership: the partnership and any partner;
- (C) in the case of a limited partnership: the limited partnership and any partner;
- (D) in the case of a professional corporation: the professional corporation and any shareholder or officer;
- (E) in the case of a limited liability company: the limited liability company and any member;
- (F) in the case of a limited liability partnership: the limited liability partnership and any partner;

- (G) in the case of a sole proprietorship: the proprietor; and
  - (H) in the case of any other form of entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;
  - (ii) any subsidiary directly or indirectly controlled by the business entity;
  - (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and
  - (iv) with respect to an individual who is included within the definition of business entity, that individual's spouse or civil union partner, and any child residing with the individual, provided, however, that, this Order shall not apply to a contribution made by such spouse, civil union partner, or child to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of section 9 of P.L.2005, c.51 (C.19:44A-20.13 et seq.) ("Chapter 51").
- b. "Contribution" means a contribution reportable by the recipient under "The New Jersey Campaign Contributions and

Expenditures Reporting Act," P.L.1973, c.83  
(C.19:44A-1 et seq.) made on or after the  
effective date of this Order.

2. Any Executive Branch department, agency, authority, or independent State authority charged with implementing and enforcing Chapter 51 shall apply its provisions to a "business entity" as defined in Paragraph 1(a) of this Order in the same manner as those provisions apply to a "business entity" as defined in section 5 of Chapter 51.

3. Any Executive Branch department, agency, authority, or independent State authority charged with implementing and enforcing Chapter 51 shall apply its provisions to a contribution made to a legislative leadership committee or a municipal political party committee in the same manner as those provisions apply to a contribution to any candidate committee, election fund, or political party committee identified in Chapter 51.

4. Any Executive Branch department, agency, authority, or independent State authority charged with implementing and enforcing Chapter 51 shall apply its provisions to a contribution made to a candidate committee or election fund of any candidate for or holder of the office of Lieutenant Governor in the same manner as those provisions apply pursuant to Chapter 51 to a contribution to any candidate committee or election fund of any candidate for or holder of the office of Governor.

5. This Order shall take effect on November 15, 2008, and is intended to have prospective effect only. This Order shall not apply to any contribution made prior to November 15, 2008.

GIVEN, under my hand and seal  
this 24<sup>th</sup> day of  
September, Two Thousand  
and Eight, and of the  
Independence of the  
United States, the Two  
Hundred and Thirty-  
Third.

/s/ Jon S. Corzine  
Governor

[seal]

Attest:

/s/ Edward J. McBride, Jr.  
Chief Counsel to the Governor