

NOTICE OF BID
FOR COLLECTION OF
GRASS CLIPPINGS AND VEGETATIVE WASTE
BOROUGH OF LITTLE FERRY
COUNTY OF BERGEN
STATE OF NEW JERSEY

SECTION 1

NOTICE TO BIDDERS

**Borough of Little Ferry
County of Bergen
State of New Jersey**

NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids will be received by the Mayor and Council of the Borough of Little Ferry, County of Bergen and State of New Jersey, located at 215-217 Liberty Street, Little Ferry, New Jersey on Wednesday, August 19, 2015 at 10:00 a.m. for the services of Collection of grass clippings and vegetative waste in accordance with the Specifications and Information to Bidders prepared by the Borough.

No bids shall be received other than at the time and place, herein designated for their receipt, unless mailed to the Borough Clerk for receipt at the designated time and place.

Information to Bidders, Form of Proposal, and Specifications may be examined and obtained at the office of the Borough Clerk, Borough Hall, 215-217 Liberty Street, Little Ferry, New Jersey during regular business hours upon payment of \$15.00 for each complete set of documents, said sum not returnable, or on the Borough's website at www.littleferrynj.org.

A certified check, cashier's check or bid bond in the amount of TEN PERCENT (10%) of the bid, but in no case in excess of TWENTY THOUSAND DOLLARS (\$20,000.00), must be submitted with the bid with a guaranty that if a contract is awarded the bidder shall execute said contract.

Bidders are required to comply with the requirements of N.J.S.A 10:5-31 et. seq. and N.J.A.C. 17:27(Affirmative Action Program, Equal Employment Opportunity).

The successful bidder shall be required to comply with all the provisions of New Jersey prevailing local wage rates, as determined by the New Jersey Department of Labor and Industry.

The successful bidder shall be required to submit a Performance Bond in a sum equal to ONE HUNDRED PERCENT (100%) of the full amount of the contract per specifications.

Such Performance Bond must be furnished by the successful bidder in conjunction with the time frame set forth within the specifications. Further, the successful bidder must furnish the Policies or Certificates of Insurance required by the Contract Documents.

Each bid shall be enclosed in a sealed envelope addressed to the Borough Clerk, bearing the name of the bidder, upon which shall be designated:

“BID – Collection of grass clippings and vegetative waste”

The Borough of Little Ferry reserves the right to reject any and all bids, to waive any informalities or to accept the bid which in its judgment shall be in the best interest of the citizens of the municipality. Bids must be prepared and submitted in standard proposal form in the manner designated within the Information to Bidders.

By Order of the Mayor and Council of the Borough of Little Ferry.

BOROUGH OF LITTLE FERRY

**BY: _____
Barbara Maldonado, Borough Clerk**

Dated: June 15, 2015

SECTION II
INFORMATION TO BIDDERS

INFORMATION TO BIDDERS

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INFORMATION TO BIDDERS

1-1 Plans and Specifications

Persons desiring to make proposals will find included herewith specifications and proposal blank. The plans and specifications are to be considered as and shall form a part of the contract to be executed by the successful bidder. The time at which proposals will be received will be found in the published notice calling for proposals. Copies of the plans, if any, and specifications may be obtained in person by payment of \$15.00 per set at the office of the Borough Clerk or at no cost on the Borough's website at www.littleferrynj.org. Notification of any changes or modifications in plans, if any, specifications or contract conditions will be communicated to all bidders who pick up the bid at Borough Hall in the form of written addendum by registered mail. For the bidders who obtain the specifications on the Borough's website, any changes or modifications in plans, if any, specifications or contract conditions will be posted no later than Wednesday, April 1, 2015 at 5:00 p.m. on the Borough's website at www.littleferrynj.org.

1-2 Refund to Bidders

No refund will be made to anyone returning a set or sets of plans and specifications.

1-3 Proposals to be Made on Form Provided

Proposals must be made upon the blank form provided and attached to the Contract form and specifications. All blank spaces in the proposal, excepting as otherwise noted, must be filled in and no change shall be made in the phraseology of the proposal or of the items mentioned therein.

All information which may be requested of the bidder in any part of these specifications shall be included with this proposal.

All erasures, interpolations or other physical changes on the bid form shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the proposal, or irregularities of any kind may be rejected by the Municipality as being incomplete.

1-4 Bid in Words and Figures

The price shall be printed in ink in both words and figures. Any bid which fails to name a price both in words and in figures per unit for each and every item, wherein quantities are given, may be held to be informal and maybe rejected. In case of any discrepancy between the price written in words and that given in

figures, the price written in words will be considered as the bid. In case of any error in extension, the unit price shall be considered the bid.

1-5 Sealed Proposals

Each proposal must be enclosed in a sealed envelope bearing the name and address of the bidder, be addressed to the Municipality and endorsed "Collection of grass clippings and vegetative waste"

1-6 Withdrawal of Proposal

Proposal may be withdrawn as per NJ State Law.

1-7 Knowledge of Conditions and Requirements

The proposals will be held to have been made with full knowledge of conditions and requirements including the physical characteristics necessary for an accurate bid. The Municipality assumes no responsibility with respect to ascertaining for the contractor the facts of these physical characteristics.

The Contractor shall be held to be aware of the Municipality's requirements prior to the time of submitting bids and to have appraised all conditions under which the Contract is to be performed.

1-8 Compliance With All Laws

The successful bidder will be required to keep himself informed and to comply with all Federal, State, County and Local laws, ordinances and regulations as such may apply.

1-9 Permits

The successful bidder will be required to take out all necessary permits from the Municipality or other public authorities and to assume the costs therefore, and shall give all notices required by law or local ordinances.

1-10 Bidders' Names and Addresses

Bidders are required to give their names together with the addresses of their places of business and name or names of all persons interested with them. If a corporation, the names of the president, secretary and treasurer must be given. In case it is discovered that a person or persons making a proposal is interested in any manner in any other proposal for the same piece of work, both such proposals will be deemed thereby to be rendered informal and will not be considered. This provision shall prevent a party from quoting prices on materials or equipment to

more than one bidder. Every proposal to be formal must be in all respects fair and without collusion or fraud.

1-11 Certified Check or Bid Bond

Every proposal must be accompanied by a certified check or bid bond payable to the Municipality for not less than TEN PERCENT (10%) of the entire amount bid, but in no event in excess of Twenty Thousand (\$20,000.00) Dollars, which shall be forfeited to the Municipality as liquidated damages if the bidder fails to properly execute delivery to the Municipality of the Contract within TEN (10) days after the contract has been delivered to the bidder by the Municipality.

All checks, except those of the three low bidders, will be returned to respective bidders within TEN (10) days after the opening bids (Sunday and Holidays excepted). The deposit of bidders, other than the one to whom the award of the contract is made, will be returned within THREE (3) days (Sunday and Holidays excepted) after the award is made. No interest shall be allowed upon any such certified check. The Municipality agrees either to award the contract or reject bids within SIXTY (60) days after the date of opening bids.

1-12 Balanced Bidding

Any bid which, in the opinion of the Borough, is obviously unbalanced, may be rejected.

1-13 Authorized to Reject Bids

The Municipality reserves the right to reject all proposals and readvertise and award the Contract in the regular manner, if in its judgment, the interest of the Municipality will be enhanced thereby.

1-14 Award of Contract

The Contract will be awarded to the lowest responsible bidder complying with the terms and conditions of the contract documents.

1-15 Time for Extending Contract

The person or persons whose proposal is accepted will be required to execute the Contract and furnish bonds within ten (10) days after the contract has been awarded. In case of failure or refusal on the part of the bidder to enter into Contract within the set period, unless the time is voluntarily extended by the Municipality, the amount of the deposit that is made shall be forfeited to the Municipality. Upon the execution of the contract and the approval of the bond, the certified check deposit will be returned to the bidder.

1-16 Surety's Consent

Each proposal must be accompanied by the consent in writing of a surety company or companies qualified to do business in New Jersey, who shall, at the time of submitting such proposal, qualify as to its or their responsibility in the amount of such and bind itself or themselves in the form herein attached, as follows:

- (a) That the said surety company or companies will indemnify and defend the Municipality against any losses caused by the failure of the person or persons making said proposal properly to execute the contract in case it be awarded to him or them.
- (b) That if the contract be awarded to the person or persons making the proposal, the said surety company or companies will upon the awarding of said Contract become surety firstly, for the full and faithful performance of said work and secondly, for the protection of all persons performing or furnishing labor or furnishing materials for the performance of said Contract in the form required by Chapter 2A:44-143 to 147, N.J.S.A. and amendments thereof and supplements thereto; the performance bond to be in an amount equal to no more than ONE HUNDRED PERCENT (100%) of the contract price for the Contract option selected and awarded by the Borough, and each to be conditioned so as to indemnify and defend the Municipality against any loss due to the failure of the contractor to meet the stipulations as set forth in the paragraph here following.

1-17 Performance Bond

The Contractor will be required to execute and deliver to the Borough Clerk within ten (10) days of the awarding of the contract, a surety corporation bond from a company licensed to do business in the State of New Jersey that is satisfactory to the Borough Clerk, or the Borough Attorney, to secure the faithful and uninterrupted performance of the contract, to indemnify, defend and save harmless the Borough of Little Ferry from all proceedings, suits or actions of any name or description, and to secure the payment of all claims against the Contractor including claims for services performed, and materials, supplies or equipment furnished to the contractor in the prosecution of the work.

The bond(s) shall be issued in an amount equal to one hundred (100%) percent of the bid price for the Contract selected and awarded by the Borough, which Performance Bond may, on each anniversary date of the awarded contract, be reduced by the amount of the contract expended in the year just completed.

In the event that the successful bidder fails to provide said performance bond, the Little Ferry Mayor and Council may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the services in accordance with N.J.A.C. 7:26H-6.7(d).

1-18 Performance of Contract, Liquidated Damages

The Contractor shall pay to the Borough of Little Ferry as liquidated damages THREE HUNDRED (\$300.00) DOLLARS, for each failure to comply with the requirements of these specifications if the Borough shall so elect, and it shall be deemed to be a violation of the specifications if the Contractor shall permit any of his drivers or other employees to collect or remove recyclables in any way other than as provided herein, or according to any rules hereafter adopted by the Mayor and Council, or permit the deposit of any such matter upon property within the limits of the Borough otherwise than as herein specified.

If the Contractor fails to perform the work in accordance with the specifications, or if he performs the work in an unsatisfactory manner after notice from the Borough or its duly authorized representative has given notice thereof, then and in that event, the Borough may declare the Contractor in default of his contract and may proceed with or perform the work required under the contract at its own expense charging the cost thereof against the monies to which the said Contractor would have been entitled for the faithful performance of the said contract or it may contract with some other Contractor for the performance of this contract for the work contracted to be done by the Contractor, charging the cost and expense thereof in like manner. In any event, in addition to the aforesaid, the Contractor shall remain responsible for any and all cost incurred by the Borough in having the work which the contractor failed to do, done and the same shall be recoverable from the surety according to the terms of the bond.

The Contractor further agrees that in the event of any default in the performance of the work required hereunder to reimburse the said Borough of Little Ferry for all costs, expenses and damages the said Borough of Little Ferry may incur in completing the work in accordance with the executed Contract.

It is also mutually agreed that if the Contractor is declared by the Borough to have defaulted in the execution of the contract, he will pay the Borough, in addition to the other costs, THREE HUNDRED (\$300.00) DOLLARS per day for each day he is in default as liquidated damages and not as a penalty.

1-19 Contractor's Employees

The Contractor will not be permitted to employ any laborer, working man or mechanic contrary to the ruling of the various authorities having jurisdiction.

Special attention of the contractor is called to N.J.S.A. forbidding discrimination in employment of citizens by reason of race, creed or color.

The Contractor shall not employ any Municipal employee without the consent of the Governing Body.

1-20 Payment

Payment shall be made as follows: Upon performance of the services, subject to paragraphs 1-21 and 1-22, and pursuant to the Borough's processing and payment of bills.

1-21 Payment Withheld

The Borough may withhold, or on account of subsequently discovered evidence, payment as may be necessary to protect the Municipality from loss because of:

- (a) Claims filed or reasonable evidence indicating probability of filing claims
- (b) Damage to another Contractor, agency, governing body, corporation or person.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

1-22 Guaranty

The Contractor shall guarantee all labor and materials from the date of acceptance of the work by the Municipality.

1-23 Risk and Indemnification Assumed by Successful Bidder

The Contractor or Contractors shall be the insurer of the Municipality, its officers, agents and employees, against the following distinct and several risks, whether they arise from act or omissions of the Contractor, any subcontractor, of the Municipality, of the Engineers, or of third persons or from acts of God or the Public Enemy or otherwise, excepting only risks which result solely from affirmative, willful act of Municipality, subsequent to the submission of the proposal including, but not by way of limitation:

1. The risk of loss or damage to the goods prior to final payment. In the event of such loss or damage, the Contractor shall forthwith repair, replace and make good the said goods without cost to the Municipality.
2. The risk of injuries or damages, direct or consequential, to the Municipality, its officers, agents, and employees, and to its or their property, arising out of or in connection with the performance of the said goods, whether sustained before or after final payment. The Contractor shall indemnify and defend the Municipality, its officers, agents and employees for all such injuries and damages and for all loss suffered by reason thereof.
3. The risk of claims and demands, just or unjust, by third persons against the Municipality, its officers, agents and employees, arising or alleged to arise out of the performance or the work, as well as for the use of patents, patented articles, equipment or process, or a combination of any and all of the aforesaid, whether combination of any and all of the aforesaid, whether made before or after final payment.

The present undertaking of the Contractor shall be construed to extend to and to include claims and demands made or threatened to be made by third persons against the Municipality or any of its employees or agents. The Contractor shall indemnify and defend the Municipality, its officers, agents and employees, against and from all such claims and demands and for all loss and expense incurred by it and them in defense, settlement and satisfaction thereof.

Neither the acceptance of the goods and/or services nor payment therefore shall release the Contractor from his obligation under this section, provided however, that the risks and indemnifications assumed by the contractor shall not inure directly or indirectly to the benefit of the insurer under policies of insurance issued in compliance with the Contract.

Nothing contained in paragraph 1-23 shall create nor be taken to create any contractual relationship between the Owner and any Subcontractor.

1-24 Start of Work

Service shall commence, and/or goods shall be delivered, as set forth in the technical specifications.

1-25 Right to Declare Contractor in Default

In addition to those instances specifically referred to in other sections herein, the Municipality shall have the right to declare the Contractor in default of the whole or any part of the contract in the happenings of any one or more of the following events:

1. The Contractor becomes insolvent;
2. The Contractor makes an assignment for the benefit of creditors;
3. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;
4. The Contractor fails to commence service, and/or deliver goods, when notified to do so by the Municipality;
5. The Contractor abandons said service and/or delivery of goods; contractor refuses to proceed with service and/or deliver of goods when and as directed by the municipality;
6. The Contractor, without just cause, reduces his working force to a number which if maintained, would be insufficient, in the opinion of the Borough, to satisfactorily maintain service and/or produce goods in accordance with the specification and shall fail or refuse sufficiently to increase such working force when ordered to do so by the Borough;
7. The Contractor sublets, assigns, transfers, conveys, or otherwise disposes of this Contract other than as herein specified;
8. A receiver or receivers are appointed to take charge of the Contractor's property or affairs;
9. The Borough is of the opinion that the contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance of the contract;
10. The Borough and Attorney are of the opinion that the Contractor is not or has not been executing the Contract in good faith and in accordance with its terms;

11. The Borough is of the opinion that the service to be rendered or goods to be provided cannot be completed within the time herein provided therefore or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is in the Borough's opinion attributable to conditions within the Contractor's control.

Before the Municipality shall exercise the right to declare the Contractor in default by reason of the conditions set forth, it shall give the Contractor an opportunity to be heard on TWO (2) days notice.

The right to declare in default for any of the grounds specified or referred to in this section hereof, shall be exercised by sending the Contractor a notice, signed by the Municipality setting forth the ground or grounds upon which such default is declared.

Upon receipt of such notice the contractor shall immediately discontinue all further operations under this Contract.

1-26 Interpretation of Proposed Contract Documents

If any person contemplating a bid for the proposed work is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Borough a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery and to be considered must be received at least TEN (10) days prior to the date set for the opening of bids. Any interpretation of the documents will be made only by written Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Municipality will not be responsible for any other explanations or interpretations of the proposed documents

1-27 Changes in Plans and Specifications

During the time that this project is being advertised for bids, all changes or modifications in plans, specifications or contract conditions will be communicated as set forth in 1-1.

1-28 Addenda

All addenda duly issued as set forth above shall become part of the Contract Documents. Failure of any bidder to receive such addenda shall not relieve him from any obligation under his bid as submitted.

1-29 Headings

The headings used throughout the Contract Documents are intended for convenience of reference only and shall not be considered as having any bearing on their interpretation.

1-30 Intent of Contract Documents

The intent of the Contract Documents is to obtain a complete project in a first-class workmanlike manner and it shall be understood that the bidder has satisfied himself as to the complete requirements of the Contract and has predicated his proposal upon such understanding.

1-31 Laws, Ordinances and Regulations

The Contractor shall comply with all federal, state, county and municipal laws, ordinances, and regulations in any manner affecting those persons engaged or employed in the work, or the materials used in the work, either with respect to hours or labor or otherwise, and all such orders or regulations of any officials or agency having jurisdiction or authority over the same.

The Contractor's attention is also specifically called to N.J.S.A 34:11-56.25 which requires that the Contractor pay his laborers and mechanics the prevailing wages. The Contractor further agrees that, in the event any dispute arises as to what are the prevailing wages, applicable to the Contract, which cannot be adjusted, the matter shall be referred to the Commissioner of Labor of the State of New Jersey for determination and that his decision shall be conclusive on all parties to this Contract.

The Contractor's attention is further called to the other New Jersey Statutes which may be applicable to the subject matter of the Contract, including but not limited to the following: N.J.S.A 10:21 relating to discrimination in employment on public works projects; N.J.S.A 40A:11-18 and N.J.S.A. 52:33-1 et seq., which provides that United States products, wherever available, shall be used in the performance of any public works contract.

1-32 Prevailing Wage Rates

As required by N.J.S.A. 34:11-56.27 – 11-56.30, all persons working on this project are to be paid the prevailing wage rates as stated in this specification. These rates have been determined by the Commissioner of Labor of the State of New Jersey. In the event it is found that any workers employed by the Contractor or any Subcontractor have been paid a rate of wages less than the prevailing wage, the Governing Body may terminate the Contractor's or Subcontractor's rights to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise. Contractor and his sureties shall be liable to the Governing Body for any excess cost occasioned thereby.

Nothing in this Contract shall be construed as prohibiting the payment of more than the prevailing wage rate to the workers employed on this project.

Every Contractor and Subcontractor shall keep any accurate record showing the name, craft or trade and actual hourly rate of wages paid to every worker employed by him in connection with this project. Such records shall be preserved for TWO (2) years from the date of payment. Records shall be open at all reasonable hours to the inspection of the Governing Body and to the Commissioner of Labor of the State of New Jersey.

1-33 Affirmative Action Plan

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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **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, labor unions, that it does not discriminate on the basis of age, 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 personal 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 applicable 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, 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

1-34 Prevailing Wage Rates – Federal

As required by the Davis-Bacon Act, all Contractors and Subcontractors must pay wages that are equal to or greater than the prevailing wage rates determined by the federal government.

1-35 Exceptions

Contractors must check off next to each specification that bid by Contractor complies with designated specifications. Any exceptions to specifications must be clearly specified, described and initialed. The Borough reserves the right to reject any bid that fails to note and specify exceptions or where exceptions noted and specified are found to be non-waivable by the Mayor & Council.

SECTION III
PROPOSAL FORMS

PROPOSAL FORMS

PROPOSAL FORM

AFFIDAVIT OF NON-COLLUSION

DISCLOSURE STATEMENT

AGREEMENT TO PROCEED

AFFIRMATIVE ACTION AFFIDAVIT/CERTIFICATE OF EMPLOYEE
INFORMATION REPORT

BIDDERS QUALIFICATION FORM

PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE

BUSINESS REGISTRATON CERTIFICATE

PROPOSAL
TO THE BOROUGH OF LITTLE FERRY
FOR

COLLECTION OF GRASS CLIPPINGS AND VEGETATIVE WASTE

THE UNDERSIGNED hereby declares that he is the only person or corporation interested in the bid and that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion and fraud.

The undersigned further declares that he has completely examined the site, the specifications, advertisement to Bidders and Information to Bidders and having made a thorough study of the conditions to be set in carrying out said specifications, the undersigned hereby offers to do all the work and furnish all the materials, equipment and/or services referred to in said specifications that are necessary for carrying out the intent of the specifications at the following contract prices hereinafter stated.

Grass Clippings	<u>Start week</u>	<u>through</u>	<u>End week (Friday)</u>	<u>Weekly amount</u>	<u>Annualized amount</u>
Year 1 (2015)	September 14, 2015	through	Nov. 20, 2015	\$	\$
Year 2 (2016)	April 4, 2016	through	November 25, 2016	\$	\$
Year 3 (2017)	April 3, 2017	through	November 24, 2017	\$	\$
Vegetative Waste	<u>Start week</u>	<u>through</u>	<u>End week (Friday)</u>	<u>Weekly amount</u>	<u>Annualized amount</u>
Year 1 (2015)	September 14, 2015	through	Nov. 20, 2015	\$	\$
Year 2 (2016)	April 4, 2016	through	November 25, 2016	\$	\$
Year 3 (2017)	April 3, 2017	through	November 24, 2017	\$	\$

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

SS GRASS CLIPPINGS COLLECTION

COUNTY OF _____ :

I, _____ of _____
in the County of _____ and the State of New Jersey, being of full age and
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____,
the bidder making the Proposal for the above named project; that I executed the said
Proposal with full authority so to do; that said bidder has not, directly or indirectly,
entered into any agreement, participated in any collusion or otherwise taken any action in
restraint of free, competitive bidding in connection with the above named project; and
that all statements contained in said Proposal and in this Affidavit are true and correct,
and made with full knowledge; that the Borough of Little Ferry relies upon the truth of
the statements contained in said Proposal and in the statements contained in this Affidavit
in awarding the Contract for the said project.

Signature

Subscribed and sworn to
before

me this _____ of _____, 2015.

DISCLOSURE STATEMENT OF OWNERSHIP FOR BIDDERS

Chapter 33 of the Public Laws 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School District contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the Partnership who own a ten percent (10%) or greater interest therein. If one or more stockholders or partners is itself a corporation or partnership, the stockholders or partners holding ten percent (10%) or more in that corporation or partnership shall also be listed. The disclosure shall continue until the names and addresses of every non-corporate stockholder and individual partner, exceeding the ten percent (10%) ownership criteria has been listed.

	<u>NAME</u>	<u>ADDRESS</u>	<u>% OF OWNERSHIP</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

In the event that no stockholder owns ten percent (10%) or more of the corporation's stock, or in the case of a partnership, no partner owns ten percent (10%) or more interest in the partnership, then the preceding % of ownership need not be completed except to print NAME item 1. above and the signing of this form is certification of the fact.

SIGNED BY: _____

PRINT NAME: _____

TITLE: _____

FIRM NAME: _____

DATE: _____

AGREEMENT TO PROCEED

A certified check or bid bond drawn on a solvent bank for at least TEN PERCENT (10%) OF THE AMOUNT BID and duly executed Consent of Surety accompanies this proposal.

The Undersigned hereby agrees that, if awarded the Contract, he shall commence work as requested by the specifications, that he will perform all of the work shown on the plans within the time specified and in a good and workmanlike manner.

The Undersigned bidder hereby agrees that, if this proposal shall be accepted by the Borough and the undersigned shall fail to execute and deliver the contract and contract bond as approved by the Borough Attorney, in accordance with the terms of this proposal and with the requirements of the foregoing acceptance shall be null and void and the amount of the certified check accompanying this proposal shall be due and payable thereunder to the Borough as liquidated damages; otherwise the said check of the amount thereof, shall be returned to the Undersigned.

DATED: _____

Name of Bidder

Signature & Title

Address

Telephone Number

AFFIRMATIVE ACTION PROGRAM AFFIDAVIT

(To be completed by firms with Affirmative Action Programs in effect)

Project: Grass Clippings Collection

STATE OF _____)
COUNTY OF _____)

I, _____ of _____
in the County of _____, State of _____, of full age, being
duly sworn according to law on my oath depose and say that;

1. I am _____ of the firm of _____
_____, bidder making a proposal upon the above
named project.

2. The firm of _____ has in effect an
existing Affirmative Action Program that is federally () approved or
() sanctioned.

Signature of Authorized Representative

Name and Title

Subscribed and sworn to
before me this ____ day
of _____, 2015

BIDDERS QUALIFICATION FORM

(This form is part of the Proposal)

On the form provided, indicate at least five (5) jobs performed within the last three (3) years of a similar nature and contract amount:

1. Name of Job: _____
Major Construction Items: _____

Engineer Name, Address, & Telephone Number: _____

2. Name of Job: _____
Major Construction Items: _____

Engineer Name, Address, & Telephone Number: _____

3. Name of Job: _____
Major Construction Items: _____

Engineer Name, Address, & Telephone Number: _____

4. Name of Job: _____
Major Construction Items: _____

Engineer Name, Address, & Telephone Number: _____

5. Name of Job: _____
Major Construction Items: _____

Engineer Name, Address, & Telephone Number: _____

SECTION IV
SPECIFICATIONS
FOR
COLLECTION OF
GRASS CLIPPINGS AND VEGETATIVE WASTE

SPECIFICATIONS FOR COLLECTION OF GRASS CLIPPINGS AND VEGETATIVE WASTE

I. Scope of Work and Options To Be Bid

- Collections of grass clippings placed at the curb by property owners or tenants of all properties in the Borough of Little Ferry
- Collection of vegetative waste stored in the DPW yard. This occurs, on average, twice a year.
- Delivery of the grass clippings is to Nature's Choice, 1 Caven Point Ave., Jersey City, 07305

The Borough, not the Contractor, shall pay all disposal tipping fees and taxes at the disposal site.

II. Season and Collection Frequency

Grass clippings shall be collected once and every week on Tuesday commencing the first Tuesday in April each and every year ending on the third week of November each and every year.

The Borough reserves the right to change the day of the week from Tuesday but in no event shall collection be more frequently than once a week.

There are also two (2) thirty (30) yard containers at the DPW facility that are included in the tonnage.

The Borough may request an extra week in November depending on weather or other conditions.

Note:

The annual tonnage is as follows:

CY2011	703	Tons
CY2012	736.11	Tons
CY2013	808.78	Tons
CY2014	347.12	Tons (not all reported)

III. Disposal

Disposal is to be sent to be sent to a facility of the Borough's discretion. The disposal facility is out to bid simultaneously as this bid.

Tonnage reports are required by March 1 of each year. For calendar year 2015, the report is due March 1 of 2016. One report is due for grass, one report is due for mixed waste; these reports CANNOT be combined.

IV. Collection at the Curb

Each property owner or tenant may place for weekly collection a maximum of four (4) containers of grass clippings at curbside. A container may not exceed 60 pounds in weight. Containers include “contractor plastic containers” and paper bags. Plastic bags are excluded. Small piles of brush, if wound or in a paper bag, must be picked up.

Contractor shall collect all grass clippings placed in containers as described above and shall return the containers to the curb in the same general location as it was placed by the owner or tenant.

V. Qualifications of Bidders and Questionnaire

All prospective Bidders will be required to fill in, and file with their proposals answers to the questionnaire included in this specification, setting forth his previous experiences in recycling service, the type of equipment available, and his financial ability to carry out any of the plans of contract listed in the proposal and a failure to submit such questionnaire with the proposal may render the proposal invalid.

Bidders shall be experienced in recycling work and shall have sufficient capital and equipment to properly provide any of the services listed herein. In order to qualify, the Bidder must have been actively engaged in the business of the collection of recyclables for a period of at least two (2) years. All vehicles furnished and used by the Contractor shall be subject to the approval at all times, including prior to the award of the bid, of the Borough.

The issuance of proposal blanks and specifications to any Bidder does not in any way bind the Mayor and Council to the acceptance of the bid, if they consider the Bidder improperly qualified for the work, or if the bid is found to be informal.

VI. Premises Collected

The contract price in which this award shall be made shall be regarded as being based upon all properties, developed or vacant existing in the Borough. There are approximately Two Thousand Five Hundred Thirty Five (2,535) parcels within the Borough of Little Ferry that may be serviced by this contract.

The vegetative waste is to be collected at the DPW facility at 179 Mehrhof Rd. in Little Ferry.

SPECIFICATIONS	BIDDER COMPLIES
----------------	--------------------

YES NO

VII. Equipment

Contractor shall provide sufficient trucks to perform this contract

All trucks shall be equipped with suitable coverage which shall prevent any materials from spilling out, blowing off or being pushed off the trucks. Any materials which do spill must be broomed up immediately so as to leave the premises or streets in as clean a condition as originally; failure to do so will be considered a violation of the contract subjecting the Contractor to the payment of liquidated damages as set forth in I-18.

Contractor must have available sufficient number of trucks to enable all services to be performed between 6:00 a.m. and 4:00 p.m.

All vehicles must be maintained in good and safe working order, and sanitary condition, and must present a neat appearance. Vehicles shall be subject to approval by the Borough.

VIII. Price Bid

Price for the contract shall include the furnishings of all tools, labor, equipment, vehicles, material and transportation necessary and proper to provide an adequate and sanitary collection service, in conformity with the specifications.

Payments will be divided into seven (7) equal monthly installments for each year of the contract based on the price bid for that year for grass collection. Tipping fees associated with curbside grass collection shall be invoiced separately.

Separate invoices will be required for the removal of containers and subsequent tipping fees per the container's contents. Payments shall be made for work satisfactorily performed in the proceeding month, provided contractor has submitted a voucher, properly executed, prior to the first council meeting of the month in which payment will be made. Little Ferry meets generally on the first and second Tuesday of each month. In no event shall Contractor be paid in advance.

SPECIFICATIONS	BIDDER COMPLIES
----------------	--------------------

YES NO

IX. Regulation of Service

All the work shall be subject to such reasonable rules, schedules of operation and regulations as shall be prescribed from time to time by the Borough or its duly authorized agent. The entire service shall be conducted and managed subject to and in harmony with all Ordinances and Laws of the Borough, and of the provisions of the contract executed. Any and all permits required to be obtained from any Borough board or other municipal agency shall be obtained by the Contractor at his expense.

X. Contractor's Headquarters and Supervision

The Contractor shall maintain a telephone connection in his office on all collection days between 7:00 a.m. and 5:00 p.m. to receive and transmit to the operators of the service complaints, notices and directions, which shall receive prompt and proper attention.

XI. Behavior of Employees

It is the intent of these specifications to provide a neat, courteous and obliging service. To this end, neither the Contractor, his agents or employees shall solicit gratuities of any kind for or during the performance of any work in connection with the service. The Contractor and his agents and employees shall be polite and courteous at all times to the property owner or tenant and shall give them, within reason, the benefit of the doubt in all disputes. If the containers are destroyed by the Contractor's men or removed by mistake, the Contractor shall have them replaced at his expense with new ones equally as good as the originals; the Borough, however, shall not be responsible for the same. The Contractor may, without liability on the part of the Borough or its officers be required by the Borough or its duly authorized agent, to discharge or otherwise discipline any of his agents or employees, shown to the satisfaction of the Borough either to have been guilty of neglect or carelessness in the conduct of services or to have been found guilty of causing unnecessary damage to receptacles or other property of citizens or of discourtesy or insolence to any citizen without in any way impairing this Agreement; the Borough in no way

however, accepts any responsibility for any acts of such Contractor's agents or employees.

SPECIFICATIONS	BIDDER COMPLIES
	<u>YES</u> <u>NO</u>

The Contractor shall be liable for any and all damage caused by his agents, servants or employees, to any buildings or property or for any loss of any nature whatsoever sustained by an individual as the result of any act or omission or commission on the part of the Contractor, his agents, servants or employees. If the Contractor fails to satisfactorily settle a claim within a reasonable length of time after being notified, the Mayor and Council may pay the claim and deduct the amount thereof from the next payment due the Contractor.

Social Security, unemployment taxes and other taxes are to be paid by the Contractor as required by State and/or Federal Law.

XII. Interruptions in Collections

Whenever any collection is missed or interrupted for any reason, collections shall be made on the day immediately following. Whenever a collection is missed or service is interrupted due to a cause for which the explanation is not satisfactorily given to the Borough, the Contractor shall be subject to a claim for liquidated damages payable to the Borough in the amount of THREE HUNDRED (\$300.00) DOLLARS for each day's interruption. When collections are not made because a holiday, collection shall be made on the following day.

XIII. Subletting Contract

Subletting any or parts of work to or obtaining any materials from other persons or firms will not be permitted without the express prior written consent of the Borough.

XIV. Supervision by Department of Public Works

All works performed by this contractor under this Contract shall be under the supervision of the Superintendent of Public Works and Recycling Coordinator. The Contractor shall be subject to the direction and instruction of the Superintendent and Recycling Coordinator and their designees with reference to the operation of the Contract, details

relating thereto and any complaints which shall be made with respect to the Contractor's performance.

SPECIFICATIONS

BIDDER
COMPLIES

YES NO

XV. Authority of Public Works Superintendent

The Superintendent of Public Works shall also have supervision of the trucks and other equipment used by the Contractor in the performance of his duties under this contract. The authority of the Superintendent of Public Works shall extend to the equipment of the trucks employed so as to ensure against any cluttering of the streets and highways in the Borough by reason of any failure of the truck equipment to prevent escape of the materials collected and carried. The Superintendent of Public Works shall be authorized to require the Contractor to recover, collect and carry away any such contents that have become distributed over the highways.

XVI. Financial Ability

Bidder must submit most recent audited financial statement (i.e., for the most recently completed fiscal year of the Bidder). Thereafter the successful Bidder shall provide the Borough with audited financial statements annually at the end of each of Bidder's fiscal years.

XVII. Garage Near Borough

Bidder must have property large enough to house the equipment used in serving this contract within a twenty (20) mile radius of Borough Hall. The purpose of this requirement is to ensure the Borough that the Successful Bidder will have the ability to expeditiously return to the Borough to collect grass clippings in the event of a missed collection or other correctable mistakes by the Contractor.