



**Borough of Little Ferry**  
**County of Bergen, State of New Jersey**  
Specifications Package

Collection and Disposal of  
Grass Clippings, Vegetative Waste and Leaves

**MAYOR AND BOROUGH COUNCIL**  
MAURO RAGUSEO, MAYOR

**RONALD ANZALONE**  
**ALEX ENRIQUE**  
**JENIFER LANGE**

**STEPHEN LANUM**  
**GEORGE MULLER**  
**PEGGY STEINHILBER**

**BOROUGH ATTORNEY**  
**ANTHONY BOCCHI**

**BOROUGH ADMINISTRATOR**  
**LISETTE M. DUFFY**

**BOROUGH CLERK**  
**BARBARA MALDONADO**

**BOROUGH DPW SUPERINTENDENT**  
**WILLIAM HOLLEY**

Bid Opening:  
TUESDAY, APRIL 2, 2024  
11:00 a.m.

## SECTION 1

### **NOTICE TO BIDDERS**

Borough of Little Ferry  
County of Bergen  
State of New Jersey

#### **COLLECTION AND DISPOSAL OF GRASS CLIPPINGS, VEGETATIVE WASTE AND LEAVES**

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the Borough of Little Ferry, County of Bergen and State of New Jersey, located at 215-217 Liberty Street, Little Ferry, New Jersey on Tuesday, April 2, 2024 at 11:00 a.m. for the services of Collection and Disposal of Grass Clippings, Vegetative Waste and Leaves 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 between 9:00 a.m. and 4:00 p.m.

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 and Disposal of Grass Clippings, Vegetative Waste and Leaves"

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, best serves the interest of the Borough. 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.

## 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 at the office of the Borough Clerk. 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 required by the law.

### 1-2 Refund to Bidders

Not Applicable

### 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 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 "Grass Collection."

### 1-5 Withdrawal of Proposal

Proposal may be withdrawn as per NJ State Law.

### 1-6 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 bidder the facts of these physical characteristics.

The Bidder 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.

### 1-7 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.

1-8 Permits

The bidder shall have or be able to obtain any permits, licenses, registrations or reports required for yard waste collection and disposal. The bidder shall submit copies of any required permits, licenses, registrations or reports on request to the Borough.

1-9 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.

1-10 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.

1-11 Balanced Bidding

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

1-12 Authorized to Reject Bids

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

1-13 Award of Contract

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

1-14 Time for Executing the 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.

1-15 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:

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. 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 bidder to meet the stipulations as set forth in the paragraph here following.

1-16 Performance Bond

The Bidder 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 Bidder including claims for services performed, and materials, supplies or equipment furnished to the bidder 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).

1-17 Performance of Contract, Liquidated Damages

The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder would have been entitled for the faithful performance of the said contract or it may contract with some other Bidder for the performance of this contract for the work contracted to be done by the Bidder, charging the cost and expense thereof in like manner. In any

event, in addition to the aforesaid, the Bidder shall remain responsible for any and all cost incurred by the Borough in having the work which the bidder failed to do, done and the same shall be recoverable from the surety according to the terms of the bond.

The Bidder 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 Bidder 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.

1-18 Bidder's Employees

The Bidder 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 bidder is called to N.J.S.A. forbidding discrimination in employment of citizens by reason of race, creed or color.

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

1-19 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.

1-20 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 Bidder, agency, governing body, corporation or person.

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

1-21 Guaranty

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

1-22 Risk and Indemnification Assumed by Successful Bidder

The Bidder or Bidders 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 Bidder, any sub-bidder, 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder from his obligation under this section, provided however, that the risks and indemnifications assumed by the bidder 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 Subbidder.

1-23 Start of Work

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

1-24 Right to Declare Bidder in Default

In addition to those instances specifically referred to in other sections herein, the Municipality shall have the right to declare the Bidder 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 Bidder becomes insolvent;
2. The Bidder makes an assignment for the benefit of creditors;
3. A voluntary or involuntary petition in bankruptcy is filed by or against the Bidder;
4. The Bidder fails to commence service, and/or deliver goods, when notified to do so by the Municipality;
5. The Bidder abandons said service and/or delivery of goods; bidder refuses to proceed with service and/or deliver of goods when and as directed by the municipality;
6. The Bidder, 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 Bidder 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 Bidder's property or affairs;
9. The Borough is of the opinion that the bidder 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 Bidder 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 Bidder's control.

Before the Municipality shall exercise the right to declare the Bidder in default by reason of the conditions set forth, it shall give the Bidder 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 Bidder a notice, signed by the Municipality setting forth the ground or grounds upon which such default is declared.

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

#### 1-25 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.

#### 1-26 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.

#### 1-27 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.

#### 1-28 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.

1-29 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.

1-30 Laws, Ordinances and Regulations

The Bidder 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 Bidder's attentions is also specifically called to N.J.S.A 34:11-56.25 which requires that the Bidder pay his laborers and mechanics the prevailing wages. The Bidder 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 Bidder'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.

1-31 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 Bidder or any Subbidder have been paid a rate of wages less than the prevailing wage, the Governing Body may terminate the Bidder's or Subbidder'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. Bidder 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 Bidder and Subbidder 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.

1-32 Affirmative Action Plan

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

## GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to 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 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 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 subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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 N.J.A.C. 17:27.**

1-33 PREVAILING WAGE RATES – FEDERAL  
N/A

1-34 FEDERAL AND STATE LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal, State and Municipal Laws, Ordinances, rules and regulations and codes, of all authorities having jurisdiction over work in the locality of the project shall apply to the contract throughout and they are deemed to be included herein the same as though herein written. The Borough of Little Ferry is a political subdivision of the State of New Jersey and is exempt from the New Jersey Sales and Use Taxes, pursuant to Section 9(a) (1) of the New Jersey Sales and Use Tax Act (P.L. 1966, c.30 and c.53).

1-35 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – P.L. 2012, c.25 and PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS – P.L. 2022, c. 3

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. P.L. 2022, c.3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the Contracting Unit is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

SECTION III

**BID DOCUMENT SUBMISSION CHECKLIST**

BOROUGH OF LITTLE FERRY  
215-217 Liberty Street  
Little Ferry, NJ 07643

**COLLECTION OF GRASS CLIPPINGS, VEGETATIVE WASTE AND LEAVES AND DISPOSAL**

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.  
(N.J.S.A. 40A:11-23.2)

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's Initials)
X Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
X A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u> (Stockholders Statement)	
X A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u> (Bid Bond, Certified Check or Cashier's Check)	
X A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u> (Consent of Surety)	
X Submission of a Non-Collusion Affidavit (this form must be notarized)	
X Bid Proposal Form	

B. Failure to submit the following documents may be a cause for the bid to be rejected.  
(N.J.S.A. 40A:11-23.1b.)

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's Initials)
X Performance Bond (successful bidder)	
X New Jersey "Business Registration Certificate" Form	
X Statement of Bidder's Qualifications, Experience and Financial Ability	
X Mandatory EEO/Affirmative Action Evidence: N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17-27 et. seq.	
X Mandatory Disclosure of Investment Activities in Iran – P.L. 2012, c.25 and Prohibited Activities in Russia and Belarus – P.L. 2022, c.3	
X Prefer with bid response. Required by law prior to contract award.	

BID PROPOSAL FORM  
TO THE BOROUGH OF LITTLE FERRY

FOR COLLECTION AND DISPOSAL OF GRASS CLIPPINGS, VEGETATIVE WASTE AND LEAVES

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:

**Contract Period:** Three Years (2024, 2025, 2026) for the Collection and Disposal of Grass Clippings, Vegetative Waste and Leaves and Disposal at a NJDEP Class C recycling facility.

**Item Description:**

Curbside Collection of Grass Clippings, Vegetative Waste and Leaves; Approximately 2,300 locations. Container 1 – 30-yard dumpster at the Department of Public works yard. Price per pull: \$ \_\_\_\_\_

Year 2024:     \$ \_\_\_\_\_

Year 2025:     \$ \_\_\_\_\_

Year 2026:     \$ \_\_\_\_\_

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

Yearly Tipping Fees for Grass, Vegetative Waste and Leaves	3 Year Average	Price/Cubic Yard	Projected Total
2024	650 Cubic Yards		
2025	650 Cubic Yards		
2026	650 Cubic Yards		

**Aggregate Total for Collection and Projected Tipping Fee for Grass Clippings, Vegetative Waste, and Leaves**

**Year 2024**

Collection + Projected Tipping Fee Total     \$ \_\_\_\_\_

**Year 2025:**

Collection + Projected Tipping Fee Total     \$ \_\_\_\_\_

**Year 2026**

Collection + Projected Tipping Fee Total     \$ \_\_\_\_\_

**Three Year Total (2024, 2025, 2026) for Collection and Projected Tipping Fees for Grass Clippings, Vegetative Waste and Leaves.** \$ \_\_\_\_\_

Note to Bidders: The Borough will award a contract to the lowest responsible bidder for the three-year total dollars for collection and tipping fees for grass clippings, vegetative waste and leaves. Quantities are estimated only and no minimum quantity is guaranteed. Changes in quantities will not result in change in unit prices submitted by bidders. Payment will be made only for actual work performed.

I have attached a copy of the operating permit of the NJDEP Class C recycling facility (please check if attached)

\_\_\_\_\_

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

SS      GRASS 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 \_\_\_\_\_, 2024

\_\_\_\_\_



**BID SECURITY**

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.

### CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the bidder is awarded the contract that the surety company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the surety to issue on behalf of the bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waiveable and will be considered a material defect resulting in rejection of bid if omitted from bid package.
4. Must not contain any provision that would serve to limit the surety's liability to the "spread to second" bidder in the event the bidder fails to enter into a contract upon award.

Sample wording is as shown below:

#### CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$\_\_\_\_\_, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

\_\_\_\_\_ Insurance Company,

(Name)

\_\_\_\_\_  
(Address)

existing under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency)\_\_\_\_\_

for: (Project)\_\_\_\_\_

is awarded to (Bidder)\_\_\_\_\_

the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ INSURANCE COMPANY

(Name)

By \_\_\_\_\_

(Name)

Attorney in Fact

(To be accompanied by the usual proof of Authority of Officers of officers of the Surety Company to execute same)

## 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: \_\_\_\_\_

AFFIRMATIVE ACTION PROGRAM AFFIDAVIT

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

Project: Collection and Disposal of Grass, Vegetative Waste and Leaves

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 \_\_\_\_\_, 2024

STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY        )

  )        SS.:

COUNTY OF                )

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 Borough of Little Ferry to award to \_\_\_\_\_ the contract for services for the collection and disposal of grass, vegetative waste leaves in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that the Borough of Little Ferry 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 Borough of Little Ferry may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the Borough of Little Ferry, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough of Little Ferry 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 is to be filled out and submitted with as part of the Bid Proposal for the collection and disposal of grass clippings, vegetative waste and leaves for the Borough of Little Ferry. Failure to complete this form or to provide any of the information required herein may result in rejection of the Bid Proposal.

Answers should be typewritten or printed 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 Borough of Little Ferry under its current or any past name in the past five years? If the answer is "Yes," state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Borough of Little Ferry 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 governmental collection and disposal of grass, vegetative waste and leaves that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
  - (a) Name of contracting unit;
  - (b) Approximate population of contracting unit;
  - (c) Term of contract from        to        ;
  - (d) How were materials collected?
  - (e) Give location of disposal site or sites and methods used in the disposal of grass, vegetative waste and leaves;
  - (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 services for the collection and disposal of grass, vegetative waste and leaves to be used in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?

9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
11. If the equipment to be leased or purchased is not located at the address 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.

1. Additional remarks.

## ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The Bidder hereby acknowledges that he has received and that he has considered in the preparation of his bid, all requirements stipulated in the following Addenda to this Contract (If no addendums are issued, write or type "None" and sign the corresponding line):

<u>ADDENDUM #</u>	<u>DATE OF ADDENDUM</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The indicated acknowledgements are to be by the same person executing the Proposal.





## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY  
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

### CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities  
Relationship to Vendor/ Bidder  
Description of Activities


Duration of Engagement  
Anticipated Cessation Date

*\*Attach Additional Sheets If Necessary.*

### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**NOTICE REGARDING N.J.S.A. 52:32-60.1**  
**Entities Engaged in Prohibited Activities in Russia and Belarus**  
**Updated January 22, 2024**

N.J.S.A. 52:32-60.1 requires the Department of the Treasury (Treasury) to establish a list of persons and entities engaging in prohibited activities in Russia or Belarus. The law prohibits the State from (1) entering into or renewing contracts; (2) approving or renewing Public Works Contractor Registrations; (3) approving economic development subsidies; (4) providing tax clearance certificates; and (5) certifying urban renewal entities for the purposes of the "Long Term Tax Exemption Law" with a person or entity identified on the list.

On December 22, 2023, a company obtained a permanent injunction from the United States District Court for the District of New Jersey, which enjoins the State from enforcing N.J.S.A. 52:32-60.1 against that company on the ground that such enforcement would conflict with the existing federal sanctions regime and thus violate the U.S. Constitution's Supremacy Clause.

N.J.S.A. 52:32-60.4 provides that N.J.S.A. 52:32-60.1 "shall not apply in circumstances when their application would violate federal law." Accordingly, to enforce N.J.S.A. 52:32-60.1 in a manner consistent with the District Court's decision and federal law, Treasury deems its list of persons and entities engaging in prohibited activities in Russia or Belarus to consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control (OFAC) on account of activity relating to Russia or Belarus. A searchable database of OFAC-listed persons and entities is available here: <https://sanctionssearch.ofac.treas.gov/>.

State agencies shall ensure that they review the OFAC Specially Designated Nationals and Blocked Persons list prior to (1) entering into or renewing contracts; (2) approving or renewing Public Works Contractor Registrations; (3) approving economic development subsidies; (4) providing tax clearance certificates; and (5) certifying urban renewal entities for the purposes of the "Long Term Tax Exemption Law" with any vendor.

Treasury is publishing a revised *Certification of Non-Involvement In Prohibited Activities in Russia or Belarus* form in light of the District Court's decision. Vendors are required to complete and submit the revised *Certification of Non-Involvement In Prohibited Activities in Russia or Belarus* to the State agency when (1) entering into or renewing contracts; (2) seeking a Public Works Contractor Registration; (3) seeking an economic development subsidy; (4) seeking a tax clearance certificate; or (5) seeking a "Long Term Tax Exemption Law" as an urban renewal entities.





## CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

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Signature of Vendor's Authorized Representative

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Date

---

Print Name and Title of Vendor's Authorized Representative

---

Vendor's FEIN

---

Vendor's Name

---

Vendor's Phone Number

---

Vendor's Address (Street Address)

---

Vendor's Fax Number

---

Vendor's Address (City/State/Zip Code)

---

Vendor's Email Address

<sup>i</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

SECTION IV

TECHNICAL SPECIFICATIONS

FOR

COLLECTION AND DISPOSAL OF GRASS CLIPPINGS, VEGETATIVE WASTE AND LEAVES

TECHNICAL SPECIFICATIONS  
FOR GRASS CLIPPINGS, VEGETATIVE WASTE AND LEAF COLLECTION AND DISPOSAL

I. Scope of Work and Options To Be Bid

Collection and disposal of grass clippings, vegetative waste (mixed brush, grass and leaves) and leaves placed at the curbside by property owners or tenants or of all properties in the Borough of Little Ferry and delivery of the grass clippings, vegetative waste and leaves to a NJDEP Class C recycling facility.

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

II. Season and Collection Frequency

Grass clippings and vegetative waste are to be collected once and every week on Tuesday commencing the first Tuesday in May each and every year ending on the third Tuesday in November of each and every year. Leaf bag pickup shall commence the second Tuesday in October each and every year ending on the third Tuesday in December each and every year.

- a) The dumpster at the DPW yard shall be replaced within 48 hours of notification.

The Borough reserves the right to shorten the above time frame based on climatic fluctuations and shall only be responsible to pay bidder for actual work performed and required.

III. Collection and disposal of Grass Clippings, Vegetative Waste and Leaves

The successful bidder must collect and dispose of grass clippings, vegetative waste and leaves per this contract at an approved New Jersey Department of Environmental Protection NJDEP Class C recycling facility. The facility must have all necessary permits and have the appropriate capacity to handle the quantity of grass clippings and vegetative waste generated from the Borough of Little Ferry. All material generated from the Borough must be taken to this facility. A copy of the operating permit for the facility must be included with the bid proposal. The permit must clearly indicate the type of facility and the material that is accepted for recycling. The estimated cubic yards of grass clippings, vegetative waste and leaves are based on a three-year average (2018, 2019, & 2020) and are as follows:

**Grass Clippings Vegetative Waste and Leaves: 650 Cubic Yards**

VI. Disposal

Cubic yard reports are required by March 1st of each year. One report is due for grass, one report is due for mixed waste and one report is due for leaves; these reports CANNOT be combined.

VII. Collection Description and Locations

Each property owner or tenant may place for weekly collection a maximum of four (4) containers of grass clippings and/or vegetative waste and leaves placed in biodegradable bags placed at the curbside. Containers shall be no larger than 32 gallons. A container may not exceed fifty (50) pounds in weight. Plastic bags are excluded. Small piles of brush, if wound or in paper bags, must be picked up.

Bidder shall collect all grass clippings and vegetative waste 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 of tenant. Curbside collection should not commence earlier than 6:00 a.m. and conclude no later than 5:00 p.m.

### VIII. Contract Period:

Contract will be awarded for a period of three years commencing May 2024 through December 2024 and continuing for the following periods: April 2025 through December 2025 and April 2026 through December 2026.

### VII. 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 materials recycled must be in accordance with all the New Jersey Department of environmental Protection rules and regulations. All vehicles furnished and used by the Bidder 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.

### VII. 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 Three Hundred (2,300) parcels within the Borough of Little Ferry that may be serviced by this contract.

### VIII. Costs

The bidder shall include all applicable costs and expenses for the collection and disposal of grass clippings, vegetative waste (brush, grass and leaves) and leaves generated by the Borough as per their bid prices including tarps, tipping fees, taxes, permits, licenses, registration, reports, etc.

### 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 Bidder at his expense.

### X. Bidder's Headquarters and Supervision

The Bidder shall maintain a telephone connection in his office on all collection days between 6:00 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. Equipment

Bidder 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 Bidder to the payment of liquidated damages as set forth in I-18. Bidder must have available sufficient number of trucks to enable all services to be performed between the hours of 7:00 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.

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 nine (9) equal monthly installments for each year of the contract based on the price bid for that year and for the actual cubic yards disposed of at the unit price for each individual item. Payments shall be made for work satisfactorily performed in the proceeding month, provided bidder 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 Bidder be paid in advance.

#### XII. 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 Bidder at his expense.

#### XIII. Bidder's Headquarters and Supervision

The Bidder shall maintain a telephone connection in his office on all collection days between 7:00 a.m. and 4:30 p.m. to receive and transmit to the operators of the service complaints, notices and directions, which shall receive prompt and proper attention.

#### XIV. Behavior of Employees

It is the intent of these specifications to provide a neat, courteous and obliging service. To this end, neither the Bidder, his agents or employees shall solicit gratuities of any kind for or during the performance of any work in connection with the service. The bidder 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 Bidder's men or removed by mistake, the Bidder 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 Bidder 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 Bidder's agents or employees.

The Bidder 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 Bidder, his agents, servants or employees. If the Bidder 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 Bidder. Social Security, unemployment taxes and other taxes are to be paid by the Bidder as required by State and/or Federal Law.

#### XV. 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 Bidder 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 of a holiday, collection shall be made on the following day.

#### XVI. 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.

#### XVII. Supervision by Department of Public Works

All works performed by this bidder under this Contract shall be under the supervision of the Superintendent of Public Works and Recycling Coordinator. The Bidder 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 Bidder's performance.

#### XVIII. Authority of Public Works Superintendent

The Superintendent of Public Works shall also have supervision of the trucks and other equipment used by the Bidder 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 Bidder to recover, collect and carry away any such contents that have become distributed over the highways.

#### XIX. 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 Bidder.