

**BOROUGH OF HARVEY CEDARS
UNIFORM BID SPECIFICATIONS
SOLID WASTE
COLLECTION SERVICE
AND
RECYCLING COLLECTION SERVICE

2026**

**BOROUGH OF HARVEY CEDARS
NOTICE TO BIDDERS FOR
COLLECTION AND DISPOSAL OF SOLID WASTE**

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the Board of Commissioners of the Borough of Harvey Cedars, 7606 Long Beach Boulevard, Harvey Cedars, New Jersey 08008 for the following:

**Solid Waste and Recycling Collection & Disposal Services
Within the Borough of Harvey Cedars**

until **November 6, 2025, at 11:00 a.m.** at which time and place they will be publicly opened and read aloud in the Municipal Courtroom. Bids pursuant to this notice must be received by the Board of Commissioners no later than 11:00 a.m. **on November 6, 2025.** Copies of the Bid Documents and Specifications may be obtained at the Office of the Municipal Clerk of the Borough of Harvey Cedars, 7606 Long Beach Boulevard, Harvey Cedars, New Jersey 08008 (Tel. No. 609-361-6000). Bid documents are also available on the Borough of Harvey Cedars municipal website www.harveycedars.org.

All bids shall be submitted in a sealed envelope clearly marked with the name, address, and phone number of the bidder with the designation "Harvey Cedars Solid Waste and Recycling Bid." Whether submitted by hand delivery or mail, all such bids must be received at the Office of the Municipal Clerk no later than **November 6, 2025, at 11:00 a.m.** Any delay caused by the US Postal or Private Delivery Service shall be the sole responsibility of the bidder. No bids shall be accepted after the time designated. All bids shall remain sealed until the bid opening time set forth.

Bidders are required to comply with the requirements of P.L. 1975, c.127; P.L. 1977, c.33; and P.L. 1999, c.238 "The Public Works Registration Act" if applicable.

The Minimum Wage rates, if applicable, for labor employed on these contracts shall be as specified in the "The New Jersey Prevailing Wage Rate Determination", of the New Jersey Department of Labor and Industry.

Bidders are required to comply with the requirements N.J.S.A. 10:5-31, et seq. and N.J.A.C. 17:27-1, et seq.

Pursuant to N.J.S.A.40:11-23c.3, notice of revisions or addenda to advertisements or bid documents shall be provided by publishing same in at least one official newspaper of the Borough of general circulation published in the State no later than five (5) days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids; and also, on the municipal website www.harveycedars.org.

The Borough of Harvey Cedars reserves the right, which is understood and agreed to by all bidders, to reject any or all bids submitted pursuant to N.J.S.A. 40A:11-13.2. Any contract award will be to the lowest responsible bidder based on the lowest Total Bid Amount and the Board of Commissioners shall make such awards or take such action as may be in the best interest of the Borough.

Dated: September 4, 2025

Christine Lisiewski, Acting Municipal Clerk

BOROUGH OF HARVEY CEDARS
Collection and Disposal of Solid Waste and Recyclable Materials within
the Borough of Harvey Cedars

BID DOCUMENT CHECKLIST

Required (X)	Submission Requirements	Initial each required (x)
x	Americans with Disabilities Act Notice	
x	Non-Collusion Affidavit	
x	Acknowledgement of Receipt of Addenda (if applicable)	
x	New Jersey Business Registration	
x	Affirmative Action Notice to Contractor	
x	Mandatory Affirmative Action Language acknowledgment	
x	Statement of Corporate Ownership Certification; N.J.S.A. 52:25-24.2	
x	Authorized Business Agent	
x	Disclosure of Investment Activities in Iran, Russia, and Belarus	
x	Bid Guaranty; N.J.S.A. 40A:11-21	
x	Consent of Surety	
x	Certificate of Public Convenience (certified copy)	
x	Prevailing Wage acknowledgement	
x	Statement: Qualification and Experience Questionnaire	
x	Certificate of Insurance (upon award)	
x	Performance Bond (upon award)	
x	Vehicle Dedication Affidavit	
x	Agreement Document (upon award)	
x	Affirmative Action Affidavit	
x	Certificate of Bidder showing that bidder owns, leases, or controls any necessary equipment	
x	W-9	
x	Surety Disclosure Statement	
x	Bid Proposal	

Signature: The undersigned hereby acknowledges the review, execution, and submission of the above listed requirements.

Name of Bidder (company):

By Authorized Agent/Representative:

Signature:

Print Name and Title:

Dated: _____

Contact phone number:

Email address:



Recycling & Trash Schedule Borough of Harvey Cedars



JANUARY

S	M	T	W	T	F	S
				1	H	2
4	5	6	T	7	R	8
11	12	13	T	14	B	15
18	19	H	20	T	21	R
25	26	27	T	28	R	29
						30

MARCH

S	M	T	W	T	F	S
1	2	3	T	4	B	5
8	9	10	T	11	R	12
15	16	17	T	18	L	19
22	23	24	T	25	R	26
29	30					

MAY

S	M	T	W	T	F	S
					1	2
3	4	5	T	6	R/L	7
10	11	12	T	13	R/B	14
17	18	19	T	20	R/L	21
24	25	H	26	T	27	R/B
						28
						29
						30

JULY

(one bulk day pickup)

S	M	T	W	T	F	S
				1	2	3
5	6	T	7	8	R/B	9
12	13	X	14	15	R/L	16
19	20	T	21	22	R/B	23
26	27	T	28	29	R	30

SEPTEMBER

S	M	T	W	T	F	S
			1	2	R/B	3
6	7	T	8	9	R/L	10
13	14	T	15	16	R/B	17
20	21	T	22	23	R/L	24
27	28	T	29			

NOVEMBER

S	M	T	W	T	F	S
1	2	3	T	4	B	5
8	9	10	H/T	11	R	12
15	16	17	T	18	L	19
22	23	24	T	25	R	26
29						

FEBRUARY

S	M	T	W	T	F	S
1	2	3	T	4	B	5
8	9	10	T	11	R	12
15	16	H	17	T	18	R
22	23	24	T	25	R	26
						27

APRIL

S	M	T	W	T	F	S
			T	B	2	3
5	6	7	T	R	9	10
12	13	14	T	L	16	17
19	20	21	T	R	23	24
26	27	28	T	B		

JUNE

S	M	T	W	T	F	S
	1	T	2	3	R/L	4
7	8	T	9	10	R/B	11
14	15	T	16	17	R/L	18
21	22	T	23	24	R/B	25
28	29	T				

AUGUST

(one bulk day pickup)

S	M	T	W	T	F	S
2	3	T	4	5	R/B	6
9	10	X	11	12	R/L	13
16	17	T	18	19	R/B	20
23	24	T	25	26	R	27
30						

OCTOBER

S	M	T	W	T	F	S
			R	1	2	3
4	5	6	T	7	B	8
11	12	H	13	T	R	15
18	19	20	T	21	L	22
25	26	27	T	28	R	29
						30

DECEMBER

S	M	T	W	T	F	S
		1	T	2	B	3
6	7	8	T	9	R	10
13	14	15	T	16	L	17
20	21	22	T	23	B	24
27	28	29	T	30	R	

B = Brush
L = Leaves
R = Recycling

H = Holiday (Borough)
T = Trash *
X = Trash & 2 Bulk Items

H/T = Holiday/Trash
R/B = Recycling/Brush
R/L = Recycling/Leaves

* See reverse for full collection instructions

2026

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1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough is soliciting bid proposals from solid waste collectors interested in providing solid waste and recyclable collection and disposal services for a period of three (3) years commencing on January 1, 2026 and ending December 31, 2028, with two (2) one-year extension options, in accordance with the terms of these bid specifications and N.J.A.C. 7:26H-6 et seq. Prior to the end of the initial 3-year contract, the Borough shall notify the Contractor in writing of its option to extend the contract. The Borough's options as aforesaid shall be at the sole and absolute discretion of the Borough, and the Borough shall exercise or decline the option(s) in writing a minimum of sixty (60) days prior to the termination of the contract.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the Beach Haven Times, the Asbury Park Press, and the Press of Atlantic City.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Municipal Clerk at the Harvey Cedars Municipal Building, 7606 Long Beach Blvd., Harvey Cedars, NJ on Thursday, November 6, 2025 at 11:00am. Bids must be delivered by hand or by mail to the Municipal Clerk no later than 11:00am on November 6, 2025. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any bid proposal received after the date and time specified will be returned, unopened, to the bidder. Once bid proposals have been opened by the Borough, the pricing shall remain firm and fixed for a minimum period of 60 calendar days and/or an additional time frame that may have been agreed upon by the bidder.

1.4 DOCUMENTS TO BE SUBMITTED

The documents set forth and required in the Bid Document Checklist shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders.

2. DEFINITIONS

Ashes: The residue or products of burning of any combustible material or substance whether burned for heating, for disposal of refuse by incineration or otherwise and shall also include soot.

Bid proposal: All documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

Bid guarantee: The bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful bidder will enter into a contract.

Bid specifications: All documents requesting bid proposals for municipal solid waste collection services contained herein.

Brush: Brush shall mean tree limbs, branches and bushes no longer than 4 feet. Tree limbs and branches shall be no larger than 4" (four inches) in diameter. Brush must be placed at the curb in manageable piles no larger than 4 feet high by 4 feet long by 4 feet wide. Brush shall be collected separately from leaves, pine needles and pine cones in accordance with Ocean County regulations. Weeds are considered trash.

Borough: Borough shall mean the Borough of Harvey Cedars, and where appropriate, shall include all departments, agencies, commissions, authorities and subdivisions thereof.

Building and Demolition Materials: Building and demolition materials are hereby defined as the wastes resulting from new construction or from alterations or changes to existing structures, such as concrete blocks, broken concrete, mortar and plaster, wire and wood lath, timbers, wood building products, leaders and gutters, siding of all kinds, exclusive of asbestos, roofing of all kinds and other similar non-putrescible materials.

Buildings: The Contractor shall furnish garbage/recyclable collection service to all buildings located in the Borough, except industrial plants and shall furnish "limited garbage collection service" to commercial establishments as defined herein. Additionally, the Contractor shall furnish garbage collection service to all multi-family dwelling properties, including condominium properties.

Bulk Refuse: Bulk refuse includes furniture, screens, storm windows, bath tubs, lumber tied securely in bundles not more than four (4) feet in length and not weighing more than 50 pounds, plumbing and electrical fixtures, and other refuse of a similar nature and kind. White goods, tires, building and demolition material, trees and branches are not included.

Certificate of insurance: A document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

Collection site: The location of waste containers on collection day.

Collection source: A generator of designated collected solid waste to whom service will be provided under the contract.

Commercial Establishments: Any place of business in which goods or merchandise are bought or sold, whether or not a service is rendered and shall also include restaurants open to the public, and any other marketable or professional organization.

Commingle: Commingled materials shall include all glass containers, aluminum cans, steel cans, plastic bottles, and empty aerosol cans.

Consent of surety: A promissory note guaranteeing that if the contract is awarded, the surety will provide a performance bond.

Containers/receptacles: See section 5.5 Receptacles.

Contract: The written agreement executed by and between the successful bidder and the governing body and shall include the bid proposal, and the bid specifications.

Contract Administrator: The person authorized by the contracting unit to procure and administer contracts for solid waste and/or recyclable collection services.

Contracting unit: A municipality or any board, commission, committee, authority or agency, which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise jurisdictions where are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work of the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

Contractor: The lowest responsible bidder to whom award of the contract shall be made.

Curb Line: The words “curb line” as used herein shall refer to the curb where curbing exists or the edge of pavement if curbing does not exist, or in the absence of pavement, to the traveled way.

Debris: Lawn and garden debris, including hedge clippings, small bushes, shrubs, small tree branches (not to exceed four containers or bundles for dwelling unit per collection) which must be tied securely in bundles not more than 4 feet in length, which said bundles are not to weigh more than 50 pounds when placed at the curb for collection and removal. Wallpaper, plaster, building materials (not to exceed 3 containers or bundles a month from any one dwelling unit), must be properly contained or tied securely in bundles not more than 4 feet in length, which bundles shall weigh not more than 50 pounds when placed at the curb for collection and removal.

Designated collected recyclable material and recycling material means:

1. Aluminum cans – empty all aluminum beverage and food containers.
2. Ferrous containers – empty steel or tin food or beverage containers.
3. Glass containers – bottles and jars made of clear, green, or brown glass. Expressly excluded are non-container glass, plate glass, blue glass and porcelain and ceramic products.
4. Newspapers – paper of the type commonly referred to as “newsprint” and distributed at fixed intervals, having printed thereon, news and other matters of public interest. Expressly excluded, however, are newspapers which have been soiled. Newspapers shall be deemed soiled if they have been exposed to substances or conditions rendering them unusable for recycling.
5. Carboard – boxes, cartons and containers made of thin, stiff pasteboard made of paper pulp.
6. Such other recyclable materials as may be designated by the County of Ocean.

Disposal facility: Those sites designated in the Ocean County Solid Waste Management Plan for use by the Borough of Harvey Cedars.

Electronics: Recyclable electronics include TV’s, computers, computer peripheral, stereos, microwaves, telephones, copiers and fax machines.

Frequency of Collection: The number of garbage collections from all residential, business and public establishments as provided herein.

Garbage: Every accumulation of animal, fruity or vegetable matter that attends the preparation, use, cooking or dealing in or storage of, meats, fish, fowl, fruits or vegetables, and shall include condemned food.

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

Hazardous Waste: Any solid waste or combination of solid waste including toxic, corrosive, irritating, sensitizing, radioactive, biologically infectious, explosive or flammable solid waste which poses a present or potential threat to human health, living organisms or the environment, provided that the solid waste is hazardous in accordance with the standards and procedures set forth in NJAC 7:26-8.

Holiday: A regularly scheduled collection day on which the authorized Disposal Facilities are closed.

Infectious Waste: Any single-use article, body organ or part, animal carcass or other item requiring disposal, which result from or were in contact with persons or animals suspected or diagnosed as being or having been exposed to contagious disease organisms. These wastes must be handled separately from other refuse to prevent the transmission of communicable disease.

Law: Law shall include “in accordance with law” and “in compliance with law” and other words, phrases and clauses of similar import and shall mean and include, as judicially interpreted: the State Sanitary Code of New Jersey; Statutes and codes of the State of New Jersey, including codes, regulations, directives, orders and mandates, having the effect of law, of the State Department of Health, local boards of health, duly constituted Federal, State or Local Boards, Agencies or Commissions, when applicable to garbage collection service of refuse disposal or controlled process of disposing of refuse; Statutes and codes of the United States, Ordinances of the Borough of Harvey Cedars and every code, ordinance, rule, regulation, directive, order and mandate of any of the foregoing and each and every political subdivision of the foregoing, when applicable to garbage collection service or refuse disposal or controlled process of disposing of refuse, the contract and specifications, whether existing at the time of the contract or thereafter passed, amended, supplemented or promulgated. Law shall also include any and all determinations, regulations, requirements and rate decisions by the New Jersey Board of Public Utilities.

Leaves: Leaves shall include leaves, pine needles and pine cones and shall be collected separately from brush as defined above in accordance with Ocean County regulations. Weeds are considered trash. Leaves will be picked up once per month in July and August.

Legal newspapers: The Beach Haven Times, Asbury Park Press, and Press of Atlantic City.

Limited Garbage/Recyclable Collection Service (for Businesses): Limited garbage and/or recyclable collection service shall mean that the Contractor shall be required to collect from commercial establishments as defined herein, not more than four (4) receptacles of refuse and/or recyclables, equipped with two (2) carrying handles which are to be placed for collection by the storekeeper at the curb line on regular collection days. The Contractor shall not be required to pick up any receptacle that shall exceed thirty-two (32) gallons in size or filled to overflowing or fifty (50) pounds in gross weight.

Paper: Paper recyclables shall include newspaper/inserts, junk mail, catalogs, writing paper, magazines, corrugated cardboard and brown paper bags.

Proposal forms: Those forms that must be used by all bidders to set forth the prices for services to be provided

under the contract.

Receptacles/containers: See section 5.5 Receptacles.

Recyclable(s): Recyclables or recyclable materials shall mean those materials, which would otherwise become municipal solid waste, and which may be collected, separated or processed, and returned to the economic mainstream in the form of raw materials or products as mandated by Ocean County Recycling.

Refuse Container (Mechanical Pick Up): Refuse container shall mean any container so designed to be used in conjunction with vehicles equipped with a hoisting mechanism for loading the containers on the chassis of the vehicle and/or dumping the contents of the containers into the vehicle.

Residential: Residential shall mean all properties, houses, buildings, single-family, multi-family, and condominiums in the service area not included in the definition of commercial establishments. For the purposes of residential garbage/recyclable collection, residential shall include municipal street ends.

Route: The path followed by a given truck or trucks when collecting refuse and/or recyclable materials.

Service Area: The entirety of the Borough of Harvey Cedars. The William Street Shared Services Agreement between the Borough of Harvey Cedars and the Township of Long Beach is made part of these specifications as Attachment #4.

Single Stream: Single Stream recyclables include commingle, paper and cardboard items.

Surety: A company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

Streets: Whenever in these specifications the word “streets” is used, the term includes all public highways, avenues, lanes, alleys, service roads, easements and places within the limits of the Borough of Harvey Cedars, which are accessible to a standard refuse collection vehicle.

White Goods: White goods shall mean household appliances (anything with a plug) including gas ranges, refrigerators, washing machines, dryers, air conditioners, hot water heaters.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the project under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.

3. BID SUBMISSION REQUIREMENTS

3.1 BID PROPOSAL

- A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.
- B. Bid proposals shall be hand-delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the public advertisement for bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Harvey Cedars in the advertisement for bids.
- C. Each bidder shall sign, where applicable, all bid submissions as follows:
 - 1. For a corporation or limited liability company, by a principal executive officer.
 - 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 - 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in sections 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. The bid proposal contains option bids. The Board of Commissioners may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder; provided, however, they shall not award the contract based on the bid price for separate options.
- E. Any bid proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2 BID GUARANTEES

A bid guarantee in the form of a bid bond, cashier's check or certified check, made payable to the Borough in the amount of 10% of the highest aggregate year bid submitted (3 years), not to exceed \$20,000 must accompany each bid proposal. In the event the bidder to whom the contract is awarded fails to enter into the contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Borough. A bid bond must be issued by a surety authorized to do business in the State of New Jersey and accompanied by (a) appropriate acknowledgments of the respective parties, (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Principal or Surety, (c) a duly certified extract from by-laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued and (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

3.3 EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these bid specifications or any changes made by the bidder on the proposal forms shall result in the rejection of the bid proposal by the Board of Commissioners.

3.4 "OR EQUAL" SUBSTITUTIONS

Whenever the work specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Board of Commissioners.

3.5 COMPLIANCE

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

submission of the bid proposal and, if the bidder is awarded the contract, in the performance of the contract, including, but not limited to, provision of the successful bidder's Business Registration Certificate issued by the New Jersey Division of Revenue prior to the time a contract, purchase order, or other contracting document is awarded or authorized in accordance with N.J.S.A. 52:32-44(b).

3.6 CONFLICT OF INTEREST AND NON-COLLUSION

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

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

3.7 NO ASSIGNMENT OF BID

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

4. AWARD OF CONTRACT

4.1 GENERALLY

- A. The Board of Commissioners shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Board of Commissioner's decision, in writing.
- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.
- C. The Borough reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event the Board of Commissioners rejects all bids, the Borough of shall publish a notice of rebid no later than ten (10) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen (14) calendar days of the award of the contract, the Borough shall notify the successful bidder in writing, at the address set forth in the bid proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, vehicle dedication affidavit, certificate of insurance, Business Registration Certificate, and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough to declare the Contractor non-responsive and to award the contract to the next lowest bidder.

4.3 RESPONSIBLE BIDDER

The Borough shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-2 and -6.1 and N.J.A.C. 7:26H-6.8. The bid proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4 PERFORMANCE BOND

- A. For a five (5) year contract, the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond prior to or concurrent with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Borough with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.
- B. Failure to deliver a performance bond for any year of a multi-year contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Board of Commissioners to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the Contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough in re-bidding the contract.

4.5 AFFIRMATIVE ACTION REQUIREMENTS

- A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
- B. Within seven days after receipt of notification of the Board of Commissioner's intent to award any contract, the Contractor must submit one of the following to the contracting unit:
 - 1. If the Contractor has a federal affirmative action plan approval, which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its letter of approval.
 - 2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photocopy of the certificate.
 - 3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (AA302) affirmative action employee information report.
- C. If the Contractor does not submit the affirmative action document within the required time period, the Borough may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of Harvey Cedars to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6 VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that:

- A. The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or
- B. To the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the Borough will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal.

4.7 ERRORS IN PRICE CALCULATION

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

4.8 POST AWARD CONFERENCE

After the award of the contract, a meeting with the Contractor and Borough Superintendent shall be held at the Municipal Building, 7606 Long Beach Blvd., Harvey Cedars on **Thursday, December 10, 2020 at 11:00am** to review the work specifications. An alternate date may be scheduled with the approval of the Superintendent.

5. WORK SPECIFICATIONS

5.1 GARBAGE COLLECTION AND RECYCLABLE COLLECTION

- A. The Contractor shall collect garbage, rubbish, debris, and bulk refuse and recyclable materials on routes and schedules set forth in the specifications and approved by the Borough, so that each street or property will have collection in accordance with the specifications. These areas include all residential properties, all multi-family condominium developments, the area and collection requirements set forth in Attachment #2, which is incorporated herein by reference, the Borough boat ramp, the recreation area receptacles, curb receptacles on Long Beach Blvd, and street end receptacles and litter receptacles, as well as all Municipal Source locations set forth in Attachment #1 and the 30-yard, 20-yard, 4-yard, and 1.5 yard roll off containers. The Contractor shall provide limited service to all commercial and professional establishments (limited to six receptacles per establishment). The continuous performance of this service and work without any interruption is essential and a primary requirement of this contract. The Contractor, for the price bid, shall furnish, at his expense, and without liability to the Borough, all labor, equipment, vehicles, tools, implements, materials and transportation, necessary and proper to provide an adequate, uninterrupted and sanitary garbage collection service, bulk refuse, and recyclable collection service for the collection within the limits of the Borough in accordance with law.
- B. The continuous performance of the waste and recyclable collection service and work without any interruption is essential and a primary requirement of this contract.
- C. The Contractor shall use every precaution to prevent any materials from being spilled in or on any premises, including any portion of a building, private property or street during the course of collections. Any materials so spilled shall be immediately swept, and the premises, building or streets left in a clean condition. No ashes, garbage, rubbish, or refuse shall be left by the Contractor in the traveled way or on the sidewalk or curbs or along the route from the place of receptacle placement to collection vehicle. If any garbage, ashes, rubbish, or refuse fall from a vehicle or receptacle, either during collection or transportation, such articles shall be immediately gathered and replaced in the vehicle and the place of collection rendered clean. Failure to do so will be considered a violation of the specifications and the Contractor shall pay the amount of liquidated damages hereinafter specified.
1. The Contractor is not required to enter a locked gate to remove a waste container.
 2. The Contractor is not required to render service if the presence of any interference prevents access to the waste containers and/or poses a threat to the Contractor or the Contractor's employees or agents.
 3. Waste containers that are stored in any of the following shall not be eligible for collection: (i) under porches or other structures of a similar nature or kind; or (ii) on porches or other parts of the dwelling.
- D. The Borough shall notify all customers within the service areas of the required conditions and the consequences for failing to comply with those conditions. If the Contractor is unable to pick up the containers in accordance with the collection schedule due to customer violation of any of the conditions, the Borough shall not hold the Contractor responsible. The Contractor shall make the pick-up as soon as possible once the problem that prevented the pick-up is rectified.
- E. All waste collected in the Borough shall be disposed of in accordance with the Ocean County Solid Waste Management Plan.
- F. The Contractor shall not permanently garage any of its vehicles within the Borough, nor will it maintain any type of garbage transfer station within the Borough.

- G. No additional compensation will be made to the Contractor for use of any additional equipment or work necessary to complete the pickup of bulk refuse. All costs for the above services shall be included in the bid proposal for garbage and refuse collection.
- H. All costs for the collection services shall be included in the bid proposal for garbage, refuse and recyclable collection.
- I. All collections shall contain garbage or recyclable materials generated within the Borough exclusively and the Contractor shall not add any garbage or recyclable material to the Borough collections which are outside of the scope of this Contract.
- J. In the event that the disposal of solid wastes generated in the Borough of Harvey Cedars, which are included in the service plan awarded, are unacceptable at the Ocean County Landfill site, the Contractor will dispose of the unacceptable materials at an alternate site.
- K. The submission of a bid shall be deemed conclusive evidence that the bidder has made a tour of the entire service area including commercial establishments and shall constitute a waiver by the bidder of all claims of error in bid, withdrawal of bid or payment of extras, or combination thereof, under the executed contract or any revision thereof.
- L. The Contractor for garbage collection shall be prohibited from collecting any receptacles placed at the curb line on a regular garbage collection day, which also contains recyclable material. The Contractor shall further be prohibited from collecting any receptacles placed at the curb line on a regular recycling collection day, which also contains regular garbage material.
- M. The Contractor is fully responsible for any public or private property damage that occurs as a result of the performance of this contract. This includes property damage caused by collection vehicles.
- N. All trash and recyclable collection services shall be performed each week according to the Trash and Recycling Schedule for the Borough, which is attached hereto as Attachment #3 and incorporated herein as part of this bid package, and according to the bulk and brush collection which is also set forth therein. The collections will vary from the summer and winter months as the needs of the Borough change from season to season and at the Borough's election in accordance with the specifications. Collection services shall not start prior to 5:00 a.m. on any collection day. The Recycling & Trash Schedule of the Borough of Harvey Cedars shall be prepared annually by the Superintendent of the Department of Public Works and the Recycling Coordinator of the Borough of Harvey Cedars.
- O. The successful bidder receiving the contract award shall supply the governing body with a detailed plan of operation at the time and place specified in the award notice. It shall describe the routes to be established and contain details about servicing schedules, equipment to be used, and alternate procedures to be followed in case of severe weather or equipment failures. It shall comply with the specifications and all municipal, County, State and Federal Agencies. In the event the Disposal or Recycling Facility is closed on a scheduled collection day, no collection will be made, and collections will resume on the next calendar day.
- P. The Contractor is not required to collect or dispose of building and demolition materials or solid waste generated pursuant to a construction permit.

5.2 GARBAGE COLLECTION SCHEDULE (Residential Pickup & Limited Pickup for Businesses)

The Contractor shall collect garbage, rubbish, debris and bulk refuse on routes and schedules approved by the governing body, so that each street or property will have collection in accordance with the specifications. These areas include all residential properties and street end municipal receptacles. The Contractor shall also provide limited garbage collection service to all commercial and professional establishments as defined in Section 2. In all respects, the requirements governing collection in the residential areas will apply.

- A. Collection shall start no earlier than 5:00 a.m., but no later than 8:00 a.m.
- B. From June 1 through September 30 each year, garbage shall be collected twice a week on Mondays and Fridays.
- C. From October 1 through May 31 each year, garbage shall be collected once a week on Tuesdays.
- D. Bulk Refuse – During the months of July and August, the Contractor will not be required to collect bulk refuse as defined in these specifications on regular trash collection days. However, one (1) day in July and one (1) day in August shall be scheduled for the collection of bulk refuse. Regular bulk refuse collection shall resume the Monday after Labor Day.
- E. Any exceptions to the above-mentioned dates shall be noted on the Recycling & Trash Schedule of the Borough each year.
- F. Sufficient trucks and manpower shall be used to assure completion of all routes prior to such time as the closing time of the respective landfill sites shall dictate. In no event will collection be allowed to occur after 6:00 p.m., except in the event of an emergency.

5.3 RECYCLABLE, BRUSH, AND LEAVES- COLLECTION SCHEDULE (Residential Pickup & Limited Pickup for Businesses)

The Contractor shall collect recyclable materials on routes and schedules approved by the governing body so that each street or property will have collection in accordance with the specifications. These areas include all residential properties and street end municipal receptacles. The Contractor shall also provide limited recyclable collection service to all commercial and professional establishments as defined in section 2. In all respects, the requirements governing collection in the residential areas will apply.

- A. Collection shall start no earlier than 5:00 a.m., but no later than 8:00 a.m.

- B. **Single Stream Summer** – Starting with the Wednesday after Memorial Day through September 30 each year, single stream recyclables shall be collected every Wednesday as indicated in the Recycling & Trash Schedule of the Borough.
- C. **Single Stream Winter** – From the first Wednesday in October through December 31st, and from the first Wednesday of the New Year through Memorial Day each year, single stream recyclables shall be collected on alternate Wednesdays as indicated in the Recycling & Trash Schedule of the Borough.
- D. **Single stream** recyclables from the beach, Sunset Park, and the Municipal Building shall be collected by the Borough and stored in dumpsters in the Borough Yard for pickup by the Contractor.
- E. **Brush & Leaves** – From May through September, brush and leaves shall be collected alternately every Wednesday. The remaining months, brush and leaves shall be collected once a month on Wednesdays. Please refer to the Recycling & Trash Schedule of the Borough for specific dates of collection. Brush must be placed at the curb in manageable piles of no larger than 4 feet high by 4 feet long by 4 feet wide. Leaves and pinecones shall be placed in bags or containers. The Contractor may request the collection day to be changed with approval by the governing body.
- F. **White Goods & Electronics** – All recyclable white goods shall be collected by the Borough. As of this publication, electronic waste shall be recycled at designated locations by the resident.
- G. Sufficient trucks and manpower shall be used to assure completion of all routes prior to such time as the closing time of the recycling facility. In no event will collection be allowed to occur after 6:00 p.m., except in the event of an emergency.
- H. All collected recyclable materials shall be disposed of at an authorized recycling facility, as designated by the Superintendent of Public Works and the Recycling Coordinator of the Borough.
- I. All proceeds from the recycling of materials shall be the property of the Borough of Harvey Cedars.
- J. Weigh slips for each recyclable load delivered to the recycling facility will be immediately sent by the Contractor to the Borough Recycling Coordinator.
- K. The Contractor shall be subject to all rules and regulations regarding the recyclable material collection that are set forth herein regarding the general garbage collection. In addition, the Contractor shall comply with all ordinances, rules and regulations of the Borough of Harvey Cedars relating to recycling and all Ocean County recycling regulations.

5.4 HOLIDAY SCHEDULE

The following legal holidays falling on collection days may be exempted from the waste/recyclable collection schedule and alternate collection days have been designated. The Contractor shall submit with the bid proposal all alternate collection days, if any.

1st Year 01/01/2026 – 12/31/2026

Labor Day

Monday, September 7, 2026

Alternate: Tuesday, September 8, 2026

2nd Year 01/01/2027 – 12/31/2027

Labor Day	Monday, September 6, 2027	<u>Alternate:</u> Tuesday, September 7, 2027
Veterans Day	Thursday, November 11, 2027	<u>Alternate:</u> Friday, November 12, 2027

3rd Year 01/01/2028 – 12/31/2028

Labor Day	Monday, September 4, 2028	<u>Alternate:</u> Tuesday, September 5, 2028
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Year 01/01/2029 – 12/31/2029 – 1st Year Optional Extension

Fourth of July	Wednesday, July 4, 2029	<u>Alternate:</u> Thursday, July 5, 2029
Labor Day	Monday, September 3, 2029	<u>Alternate:</u> Tuesday, September 4, 2029
Christmas Day	Tuesday, December 25, 2029	<u>Alternate:</u> Wednesday, December 26, 2029

Year 01/01/2030 – 12/31/2030 – 2nd Year Optional Extension

New Year's Day	Tuesday, January 1, 2030	<u>Alternate:</u> Thursday, January 3, 2030
Labor Day	Monday, September 2, 2030	<u>Alternate:</u> Tuesday, September 3, 2030

5.5 COLLECTION SITES AND INFORMATION

- A. The collection sites shall include all residential properties, all multi-family condominium developments, and all commercial properties in accordance with Chapter 18 of the Borough Code as well as the following.
1. The number of municipal sites requiring collection set forth in Attachment #1, which is incorporated herein by reference.
 2. The roll-off containers set forth in Attachment #1.
- B. The approximate number of residential, commercial, and municipal collection sites are set forth in Attachment #1. The Contractor shall be responsible for the collection and disposal of all solid waste and recyclables pursuant to these specifications at all municipal, residential, and commercial sites and the following are estimates and for information purposes only.
- C. Historical Information as to the type and amount of waste to be collected for 2024 is set forth in Attachment #1.

5.6 RECEPTACLES

- A. All garbage, ashes, refuse and recyclables shall be collected from receptacles placed by the building occupant(s) at the curb line or in a trash rack in front of each house or other building within the Borough, in amounts not to exceed eight 32-gallon cans and two bulk items per collection. Municipal receptacles may be in amounts not to exceed 55-gallon barrels, drums or dumpsters.
- B. All receptacles shall be promptly replaced upside-down in the trash rack or, if no rack exists, out of the traveled way.
- C. Bags used for recycling of leaves/brush shall be placed in the property owner's receptacle and not thrown on ground or street.

- D. Employees of the Contractor shall be instructed to notify residents directly of any cans, barrels, or other containers, which are no longer satisfactory receptacles for the deposit of refuse.
- E. The substances being collected shall be transferred from the receptacles at the pickup site to the Contractor's vehicle(s) without unnecessary delay or exposure and without spillage.
- F. If the waste containers are placed in bins, bins shall be placed no further than 10 feet from the paved cartway. After waste containers have been emptied, they should be put back in bins.
- G. After waste containers have been emptied, they shall be placed by the Contractor as nearly as possible to the location from which they were collected.
- H. HOWEVER, where access is provided to homes by private easement where Contractor provides service with "Rear and/or Side Loading Packer Trucks," approved as to size and design by the Contract Administrator, containers shall be left as nearly as possible to the site from which they were removed.

5.7 DISPOSAL FACILITIES

- A. All solid waste and recyclables collected within the Borough shall be disposed of in accordance with the Ocean County Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at the Ocean County Landfill in Manchester, New Jersey. All recyclables will be disposed of at the Ocean County Recycling Facility in Manahawkin, New Jersey.
- B. The Borough of Harvey Cedars reserves the right to designate another disposal facility in accordance with the Ocean County Solid Waste Management Plan or in the event that the designated Disposal Facility is unable to accept waste. The Borough of Harvey Cedars will assume all additional costs or benefits that are associated with such designation. The Contractor is advised to familiarize himself with all requirements, rules and regulations of the Ocean County Landfill, Inc., Manchester, New Jersey and the Ocean County Recycling Facility in Manahawkin, New Jersey.

5.8 VEHICLES AND EQUIPMENT

- A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.
- B. For all garbage collections, all collection trucks shall be compaction types, completely enclosed and watertight. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. For all recyclable collections, all collection trucks shall be completely enclosed and watertight. The Contractor shall specify whether the vehicles are side, front or rear loading.
- C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the contract. All vehicles shall be equipped with a broom and shovel.
- D. All vehicles shall be suitably painted and shall be kept in a constant state of cleanliness, shall be disinfected once

a week, and free of any obnoxious odors or smells. The Contractor shall not permit any such vehicle at any time to become offensive either through odor, appearance, or for any other reason.

- E. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these work specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.
- F. Every vehicle shall have assigned to it at least one agent or employee of the Contractor who is fluent with the English language.
- G. The Contractor shall submit an itemized equipment list with the following information on all vehicles and equipment used in the execution of this contract: model, model year, model number, make or manufacturer, state license plate number; OCMUA Solid Waste decal number; New Jersey D.O.T. decal number; cubic size of solid waste capacity; Contractor's vehicle identification. The Contractor shall not substitute vehicles/equipment except in an emergency where designated vehicles and/or equipment is unavailable and/or under repair.
- H. The Contractor shall notify the Borough, in writing, providing previously stated information upon the acquisition of new/substitute vehicle/equipment to their fleet. Such notification shall be furnished within two working days upon receipt of the vehicle/equipment, with notation of date vehicle placed in service.
- I. The Contractor shall have a sufficient number of trucks at all times during the term of the contract to properly perform the basic collection and disposal service, and, in addition, shall have additional trucks to perform the work in case of repairs, painting, breakdown, and to immediately comply with complaints pertaining to non-collection.

5.9 NAME ON VEHICLES

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

5.10 TELEPHONE FACILITIES AND EQUIPMENT

- A. The Contractor must provide and maintain an office within reasonable proximity of the Borough sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service. The Contractor shall also provide a complete address for a responsible agent in the event that the need arises for a written communication.
- B. Telephone service shall be maintained on all collection days between the hours of 8:00 a.m. and 4:00 p.m. The Borough shall list the Contractor's telephone number in the telephone directory along with other listings for the Borough.

5.11 FAILURE TO COLLECT

The Contractor shall report to the Contract Administrator, within one (1) hour of the start of the collection day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where collection is

scheduled on a one collection per week basis, that collection will be made as soon as possible, but in no event later than the next scheduled collection day. If the make-up collection cannot be made within the required time period as aforesaid, then the Borough will have the right to deduct the cost of each unemptied container(s) from the monthly billing.

5.12 COMPLAINTS

- A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint log shall be available for inspection by the Borough.
- B. The Contractor shall submit a copy of all complaints received and the action taken to the Borough.
- C. Missed trash or recyclable collection complaints received prior to 1:00pm to the Contractor from a resident or from a Borough representative shall be resolved the same day, otherwise if the complaint is received after 1:00pm it shall be resolved the next business day. Failure to do so will be considered a violation of the specifications and the Contractor shall pay the amount of liquidated damages hereinafter specified.
- D. If deemed necessary by the Borough, the Contractor shall have a representative available to discuss complaints and concerns at the Borough Municipal Building.

5.13 SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract. The Contractor shall be subject to the Liquidated Damage clause herein contained for breach hereof.

5.14 INVOICE AND PAYMENT PROCEDURE

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

- D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the Borough shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the governing body; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

1. Amount of the invoice;
2. Origin of the waste;
3. Truck license plate number;
4. Total quantity and weight of the waste; and
5. Authorized tipping rate plus all taxes and surcharges.

5.15 COMPETENCE OF EMPLOYEES

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

5.16 SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Contract Administrator, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes.

5.17 INSURANCE REQUIREMENTS

- A. The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17 and the following. The successful bidder shall provide coverage so that all insurance coverages shall be in effect no later than 12:01 A.M., EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. Unless otherwise required by special conditions of this invitation for bid proposals, if a contract is awarded, the bidder shall be required to purchase and maintain in full force during the life of the contract, covering all employees engaged in the performance of the contract; Comprehensive General and Contractual Liability Insurance, Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits not less than those set forth below and pursuant to N.J.S.A. 34:15-12(a); N.J.A.C. 12:235-1.6.

1. Worker's Compensation Insurance – statutory coverage, including employer's liability coverage, shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a); N.J.A.C. 12:235-1.6.
2. Commercial General Liability Insurance – general liability limits of \$3,000,000.00 each occurrence and \$3,000,000.00 aggregate products and completed operations. For Comprehensive General and Contractual Liability Insurance coverage, the policies to include personal liability, property, contractual liability, explosion, collapse and underground hazard

coverage, and completed operations coverage for the term of the contract.

3. Comprehensive Automotive Liability Insurance – comprehensive automobile liability limits of \$3,000,000.00 each occurrence. The automobile liability insurance shall cover all motor vehicles used in the performance of this contract. Automobile coverage shall include all “owned,” “non-owned,” and “hired” automobiles used in the performance of this contract.
4. Umbrella & Excess Umbrella Liability Insurance – umbrella & excess umbrella liability insurance in the amount not less than \$3,000,000.00 dollars, giving protection in excess of the commercial general and comprehensive automotive liability insurances.
5. Environmental – environmental impairment or \$1,000,000.00 combined single limit pollution exclusion clause referring back to the general liability insurance.

B. Certificates of the Required Insurance. Upon notification by the Borough, the lowest responsible bidder shall supply to the Contract Administrator, within five days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect. Such certificates shall provide that the Borough be given at least sixty days prior written notice of any cancellation of intention not to renew or material change in such coverage. These certificates shall be provided and on file with the Borough Purchasing Office prior to commencing work in connection with this contract.

C. On all insurance policies, the Borough shall be named as additional insured and insurance certificates furnished to the Borough shall indicate that such is in effect.

D. The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

E. The Contractor's insurance shall be considered as primary.

F. Prior to the execution of the contract, the Contractor shall supply the Borough's Purchasing Manager with the appropriate and necessary certificate(s) of insurance for review and approval by Borough personnel.

G. As set forth in greater detail in Paragraph 5.18 (this and Paragraph 5.18 shall be read to provide the most expansive indemnification provisions in favor of the Borough), the Contractor shall indemnify and hold harmless the Borough/the owner from all claims, suites or actions and damages or costs of every name and description to which the Borough of Long Beach/the owner may be subjected or put by reason of injury to the person or property of another, or the property of the Borough/the owner, resulting from negligent acts or omissions on the part of the Contractor, the Contractor's agents, servants or subcontractors in the delivery of goods or services, or in the performance of the work under the contract.

5.18 CERTIFICATES

Upon notification of award, the lowest responsible bidder shall supply at the time and place specified in the award notice, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.19 INDEMNIFICATION

The Contractor expressly, knowingly, and, to the fullest extent permitted by law, agrees to and shall release, indemnify, defend, and hold harmless the Borough, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of the Borough, from and against any loss, damages, claims, causes of action, liabilities, obligations, penalties, demands, municipal mechanic's liens filed pursuant to N.J.S.A. 2A:44-125, *et seq.*, and any conduct or action taken by the Borough relating to any such lien, and any and all other costs and expenses, including attorneys' fees and costs, threatened against, suffered, and/or incurred by the Borough, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of the Borough arising out of and/or in any manner relating to the permitted, contracted, and/or licensed activity engaged in by Contractor in and/or relating to the Borough, and the acts, omissions, and/or negligence of the Contractor, its officers, owners, agents, employees, independent Contractor s, guests, volunteers, others working on behalf of the Contractor. The Contractor shall be responsible and liable for the payment of any and all of the foregoing attorney's fees and costs to attorneys of Borough's selection for any investigation and review, pre-litigation, litigation, post-judgment litigation, bankruptcy proceedings, and any and all appeals arising out of and/or relating to this Agreement. The existence of any available and/or applicable insurance shall not waive or release Bidder from the Bidder's obligations set forth in this Agreement.

5.20 LIQUIDATED DAMAGES

- A. It shall be understood that the orderly and proper collection of recycling material as defined in this contract is a matter of vital service and utmost importance to the Borough because of its direct impact, which it has upon the health, and general welfare of the residents and visitors of the Borough. In addition, inasmuch as damages and loss will be difficult or impossible to accurately assess, the Contractor shall pay to the Borough as liquidated damages and not as a penalty, in all cases where the Borough shall elect to accept said liquidated damages in lieu of actual damages, the following sums for the following acts.

Violation Type & General Description

Financial Fines

Failure of truck and crew to operate over and finish a regular collection route on the route's regular and normal collection day.	\$1,000.00 per route
Failure to collect material properly placed out for collection	\$250.00 per location
Repetitive failure to collect after the third failure to collect	\$250.00 per continued failure to collect in addition to the initial violations (\$250.00 for each failure to collection, plus an extract \$250.00 for each third failure to collect)
Failure to notify the Borough for non-collection	\$100.00 per incident
Damaging or carrying away receptacles/containers	\$100.00 per incident
Using or maintaining collection vehicles/equipment in an unsanitary, leaking, or unsafe condition	\$500.00 per offense and possible notification to the NJDEP

Failure to clean up any material spilled, dropped, or drained from	\$250.00 per offense plus vehicle and equipment expenses and any cleanup costs
Failing to follow specific job instructions of Borough and at collection centers	\$100.00 per incident
Solicitation and/or receipt of gratuity for any work or service provided	\$500.00 per incident, plus elimination of violating employee from working in Borough
Failure to correctly put containers and receptacles with lids back in a coral	\$50.00 per incident
Failure to put cans with lids back to the curb	\$50.00 per incident

- B. If the Contractor fails to collect on a scheduled collection day without first securing permission from the Borough, the prorated cost of one day's collection shall be deducted from the monthly invoice.
- C. The Borough representative shall notify the Contractor's appointed supervisor and/or manager of such violations and prescribe the necessary corrective action. The Contractor shall correct all violation(s) within one working day. If the violation remains unabated or unsatisfactorily resolved after one working day, the Borough representative may, at their discretion, make a proper and appropriate deduction from the next payment in accordance with the violation and liquidated damages schedule.
- D. A continuing violation of any of the above shall be considered a new violation each day. This provision is in addition to and not in limitation of other rights of the Borough under other parts of these specifications, including the Borough's right to full performance by the Surety.
- E. In the event continued and repeated violations are not corrected by the Contractor after due notice by the Borough, the Borough shall in no way relieve the Contractor of contract obligations specified herein. Liquidated damages shall be deducted from the monthly bill. It is not the intent of the Borough to unreasonably assess damages under this Section. The purpose is to respond to citizens' complaints and resolve disputes over the collection and/or disposal of solid waste and recycling.
- F. If the Contracting Unit elects to proceed under this option, nothing herein shall be interpreted as excusing of performance by the Surety under the Performance Bond who must include such a provision in the Performance Bond.
- G. The foregoing liquidated damage amounts represents reasonable estimates of the actual costs, economic harm, and damages caused by the Contractor's failure to perform the contractually required services and the Borough's actual cost, economic harm, and damages incurred to correct and remedy such failure of performance by municipal employees and/or third-party Contractors and the additional fees and costs relating to and arising out of the require additional professional services and additional attentions and labor required to be performed by the staff. Contractor further acknowledges and agrees that the actual losses arising from the Contractor's breach are inherently difficult to quantify given the nature of the

project, the foregoing agreed-upon sum does not constitute an unenforceable penalty, the foregoing sum is a reasonable measure of damages, the sum is reasonable based upon the industry, and the sum is reasonable given the nature of the losses that may result from delays and breaches.

5.21 BREACH OF CONTRACT

- A. In the event the Borough has to perform the services set forth herein or in the event the work to be done under these specifications and the contract to be entered into shall be abandoned or not carried on, or if at any time the Administrator, Director of Public Works or his/her Designee shall be of the opinion and shall report that the said work is unnecessarily or unreasonably delayed, or that said Contractor has violated any of the conditions or covenants of these specifications, or of said contract; or is not making such collection upon scheduled time, the Contracting Unit shall have the option, right and power to notify the said Contractor to discontinue all work or any part thereof as the Contracting Unit may designate; and that the Contracting Unit shall thereupon have power to hire so much equipment and to place such and so many persons on the work as it may deem advisable to complete the work as herein described, or so much thereof as shall be necessary and to charge the expense of said labor and material and equipment to the Contractor, and the expense so charged shall be deducted and paid by the Borough out of such monies as may be either due or may at any time thereafter become due to the said Contractor under the contract or any part thereof, and in case the expense is greater than the sum which would have been payable under this contract then the said Contractor shall remit the amount of such excess to the Borough; the surety bond or bonds herein mentioned shall be security for the said indemnification of the Borough.
- B. If the Borough determines to proceed under this option, nothing herein shall be interpreted to excuse the obligation of the Surety to perform its obligation under the Performance Bond in the event the Borough shall elect to pursue that option. This language shall be included in the Performance Bond issued by the Surety. It is hereby stipulated and agreed that in the event of a labor strike or other emergency, the Contractor shall not forfeit his contract by reasons thereof for the duration of such strike or Act of God; provided however, that the cost of performing the work specified in such contract to be done during such period shall be charged to the Contractor as in the case of a default by him.
- C. The Contractor hereby agrees that in the event of such default, if the expense of carrying out the contract shall exceed the cost of said work under the contract, the said Contractor will reimburse the Borough for any expense over the cost of said work under the contract. Contractor agrees that any breach of Contractor specifications shall give the Borough the right (in addition to its other rights under these specifications) to utilize the rights reserved under this section.
- D. Without waiver of the foregoing and cumulative to the Borough's remedies, the following shall also constitute a breach of contract and the remedies relating thereto.
1. Failure to collect on an aggregate of three non-consecutive days within any 12-month period without valid and acceptable justification shall constitute just cause for termination of the contract and invoking of bonding provision. The Borough shall be the sole judge in determining valid and legitimate reasons for not collecting the scheduled route.
 2. Habitual violations of the "Violations & Liquidated Damages" Section of this contract that go unresolved for more than 30 days after the Borough's representative has notified the Contractor's supervisor and/or manager of such habitual violations shall constitute just cause for termination of the contract and invoking of bonding provisions.
- E. All fees, penalties, and liquidated damages and costs assessed against the Contractor in accordance with these

specifications may be deducted by the Borough from the invoices submitted for payment for the Contractor's services.

5.22 ADDITIONAL GENERAL TERMS & CONDITIONS

- A. If for any reason the Contractor is unable to complete collections on any given day, they must complete the collections on the following day with the prior approval of the Code Enforcement Official or their duly authorized designee.
- B. It is not the Contractor's responsibility to collect locations that fail to comply with the Borough Code. However, the Contractor shall notify the Borough Code Enforcement Official within 24-four hours of discovery as to the location and the nature of the violation.
- C. Bidders are advised to carefully examine the specifications and all related documents describing the proposed work in order to be able to exercise their own independent judgment with respect to the circumstances affecting the cost of work and the degree of performance required.
- D. It shall be the responsibility of the bidder to inspect the Borough and to conduct any and all necessary research or investigation with respect to current laws and regulations concerning recycling material so that they will be able to exercise their own judgment with respect to all relevant factors and circumstances affecting the cost of service in question and the volume of work needed to be performed.
- E. If adverse weather conditions exist which make recycling collection impractical or unsafe, the Contractor shall notify the Code Enforcement Official or their duly authorized designee, so that both parties can decide upon alternative collection plans. The Contractor shall notify the Borough by 10:00 A.M., local time, the day in which the collection service cannot be provided due to unfavorable weather or road conditions.
- F. All designated solid waste and recycling material shall be collected from appropriate containers in their designated locations as indicated by this set of specifications.
- G. The Contractor shall use all reasonable care, consistent with its rights to manage and control its own operations, not to employ any person(s) or utilize any labor or to possess any equipment or permit any condition to exist which shall or may cause or be conducive to pose any activity to be construed as a public nuisance. The Borough retains the right to require the Contractor to halt all work activities until such conditions are resolved.
- H. The Contractor shall immediately give notice to the Borough, to be followed by written progress reports as shall be reasonably necessary, to advise the Borough of any and all impending or existing labor complaints, troubles, difficulties, disputes, or controversies and the progress of these situations which in the Contractor's opinion may interfere with the operation of their business and thus, with the performance of this contract. The Contractor shall use their best efforts to timely resolve any such complaints, troubles, difficulties, disputes, or controversies.
- I. Any and all exceptions to these specifications must be clearly noted in writing and in sufficient detail at the time of placing the bid proposal. Exceptions shall be required to be attached to the bid document, clearly identified and labeled as "Exceptions to Specifications," and shall be signed and dated by an authorized and responsible representative of the bidder.
- J. The Contractor shall see to it that all employees, agents, and representatives shall conduct themselves in a

quiet, decent, professional, businesslike, and law-abiding manner. They shall be required to apply themselves diligently to the performance of the required work and clean up all spilled recycling material from the sidewalks, curbs, streets, alleys, and any other appropriate location when spilled from collection containers, trucks, or equipment. At all times, they shall refrain from neglect, insolence, or any type of unacceptable or improper conduct or behavior.

- K. If actual experience should prove that the Contractor requires and needs additional equipment and/or personnel to satisfy the contract in an acceptable and professional manner, the Contractor shall furnish any additional equipment and/or personnel at absolutely no increase in total contract cost.
- L. The Borough, by its officers, employees, and representatives, shall have the right at all times to examine the supplies, materials, and equipment used by the Contractor, its agents and employees.
- M. Damage to private or Borough property as the result of the Contractor 's equipment or personnel shall be reported verbally within three hours of the occurrence and then followed up within 48 hours in writing to the Code Enforcement Official or their duly authorized designee. The written report shall include details of the incident, and if applicable, shall include an official Borough of Long Beach Police Accident Report. Furthermore, it is the responsibility of the Contractor to make arrangements to repair any and all damage caused by their firm in a timely fashion. The Contractor shall restore, repair, or replace damaged items or property to the absolute satisfaction of the Borough.
- N. In order to maintain the health, safety, and welfare of the residents of the Borough, as well as the Borough's infrastructure, the Contractor 's equipment shall be of appropriate size and design to safely and properly travel the streets of the municipality. In addition, the Contractor shall be required comply with the approved weight limits for bridges into the Borough.
- O. The Borough assumes no responsibility and no liability for cost incurred by bidders prior to the issuance of an agreement, contract, or purchase order.
- P. In the event it becomes necessary to revise or modify any section or item of this request for bid as a result of questions or comments addressed by bidders, a written response will be forwarded to all those vendors receiving these specifications in the form of an addendum.

- Q. The Contractor shall notify the Borough immediately of illegal dumping incidents in litter receptacles and/or public building dumpsters.
- R. Any and all questions, comments, inquires, concerns, or request for additional information shall be directed to the following Borough representatives:

Contract Administrator

Christine Lisiewski

Rebecca Wessler

(609) 361-6000

clisiewski@harveycedars.org

rwessler@harveycedars.org

Note: Hours of business for the Contract Administrator Borough Code Enforcement Official are Monday through Friday, 9:00 A.M. to 3:00 P.M. local time. The Borough government observes traditional holidays recognized by public entities. Accompanying these specifications is a listing of designated holidays for the Borough for the year. Borough business is not conducted on these specified holidays.

Name of Firm or Individual

Title

Signature

Date

6. BIDDING DOCUMENTS

6.1 AGREEMENT

THIS AGREEMENT ("Agreement") made this _____ day of _____, 2025, between the Borough of Harvey Cedars, a municipal corporation of the State of New Jersey, having its principal offices located at 7606 Long Beach Blvd, Harvey Cedars, New Jersey, hereinafter referred to as "Borough," and _____ having its principal place of business at _____ hereinafter referred to as "Contractor."

That for and in consideration of the sum of _____ DOLLARS (the amount of the lowest responsible bid and awarded bid amount), Contractor agrees to furnish to the Borough services in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this Agreement by the Borough, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, it will provide the services in accordance with the bid documents, contract documents, and applicable law in compliance with this Agreement.

Contractor agrees to receive as full compensation the amount stated herein, namely the amount of the lowest responsible bid and awarded bid amount, for services provided to the Borough. Contractor shall be responsible for all loss or damage arising out of the furnishing of the services aforesaid.

To prevent all disputes and litigation, it is agreed by and between the parties that the Borough shall in all cases determine the quantity and quality of the goods delivered and paid for under this Agreement, and as to the interpretation of the plans and specifications.

The contract documents shall consist of the following: (i) notice to bidders; (ii) bid specifications; (iii) all forms required by and set forth in the bid checklist, required by the Borough, and provided by the bidder; (iii) Contractor's proposal (as accepted); (iv) all applicable New Jersey statutes and Administrative Code regulations; (v) this Agreement; (vi) all addenda; and (vii) the award resolution.

The parties to this Agreement agree to incorporate into this Agreement the mandatory language of subsection 3.4(a) of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or Subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

The parties to this Contract agree to incorporate into this Contract the mandatory language of section 5.3 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented and the Contractor or Subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

The Contractor shall execute the Affirmative Action Agreement and shall submit Affirmative Action Form AA-201 Initial Project Manning Report and Affirmative Action Form AA-202 Monthly Manning Report prior to any payments being made under this contract.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seal on the day and year first above written.

Witness:

BOROUGH OF HARVEY CEDARS

By: _____

Witness:

CONTRACTOR

By: _____

**6.2 CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY/A-901 APPROVAL LETTER -
SOLID WASTE UTILITY REGULATIONS***

Name _____

Complete Address _____

Telephone Number _____

Certificate Number _____

Date _____

**ATTACH AN ORIGINAL COPY OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
TOGETHER WITH AN ORIGINAL COPY OF A-901 APPROVAL LETTER**

6.3 STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF _____ }

**SS: SOLID WASTE AND RECYCLABLE
MATERIAL COLLECTION SERVICE**

I, _____, am the _____ of the
(Name of Affiant) *(Title)*

_____, and being duly sworn, I depose and say:
(Name of Bidder)

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Board of Commissioners of the Borough of Harvey Cedars to award to _____ the
(Name of Bidder)
contract for solid waste and recyclable material collection services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal, which is submitted herewith.
3. I understand and agree that the Borough of Harvey Cedars 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 Board of Commissioners of the Borough of Harvey Cedars 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 Harvey Cedars, 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 Harvey Cedars 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.

6.4 QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the bid proposal for solid waste collection and disposal for the Borough of Harvey Cedars. Failure to complete this form or to provide any of the information required herein shall result in rejection of the bid proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a Contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it by the Borough of Harvey Cedars 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 Harvey Cedars 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 that the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of contracting unit.
 - (b) Approximate population of contracting unit.
 - (c) Term of contract from to
 - (d) How were materials collected?
 - (e) Give location of disposal site or sites and methods used in the disposal of solid waste.
 - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?

9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
12. List the name and address of three credit or bank references.
13. Supply the most recent annual report, as required to be filed with the Department of Environmental Protection, and a financial statement for the most recent two-year period (calendar or fiscal).
14. Additional remarks.

6.5 ATTACH

BID GUARANTEE (TO BE SUPPLIED BY BIDDER)

STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)

DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

No corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship shall be awarded a 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, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted a statement setting forth the names and addresses of all stockholders who own ten (10) percent or more of the stock of any class, or of all individual partners who own a ten (10) percent or greater interest therein. If one or more such stockholder is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid whether or not a stockholder or partner owns less than 10% of the business submitting the bid.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation, or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed, and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

Continued next page...

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the blank that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

_____ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

_____ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets

if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Borough of Harvey Cedars*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Borough of Harvey Cedars*** to notify the ***Borough of Harvey Cedars*** 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Borough of Harvey Cedars*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

6.7 NON-COLLUSION AFFIDAVIT

**BOROUGH OF HARVEY CEDARS
SOLID WASTE AND RECYCLABLE COLLECTION SERVICE PROPOSAL**

The undersigned bidder hereby specifically certifies that, to the best of his knowledge and belief, the annexed bid proposal for the above named project has not been prepared in collusion with any other bidder or like item or service and that the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of said bidder so any such person other than the recipient of such bid will not be communicated to any such person prior to the official opening of said bid.

Bidder fully understands that no premiums, rebates or gratuities are permitted with, prior to, or after signing of contract. Any such violation will result in cancellation and the removal from bid list.

Undersigned bidder further certifies that he has the necessary authority to sign this stipulation stating he has not entered into any agreement or otherwise taken any action in restraint of free competitive bidding in connection with above named project.

This certification may be treated for all purposes as a sworn statement made under oath as equivalent affirmation and subject to the provisions of N.J.S.A. 2C:23-1 through N.J.S.A. 2C:23-3, inclusive and relevant sequential sections, and if applicable, 13 U.S.C. 1001, et seq.

Signature: _____

(type or print name as signed above)

Position: _____

Company: _____

Dated: _____

Notary Public of: _____

My Commission Expires: _____

6.8

CONSENT OF SURETY

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

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in the full amount of the
(Owner)

Awarded contract in the event that said Contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

6.9 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Prohibited Russia-Belarus Activities & Iran Investment Activities	
Person or Entity	
Part 1: Certification	
<p style="text-align: center;">COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW</p> <p>Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:</p> <p>https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</p> <p>As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.</p> <p>A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.</p> <p>If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.</p>	
CONTRACT AWARDS AND RENEWALS	
<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>

CONTRACT AMENDMENTS AND EXTENSIONS	
<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>
IF UNABLE TO CERTIFY	
<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>
Part 2: Additional Information	
<p><u>PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.</u></p> <p>You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.</p>	

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

CERTIFICATION
Authorized Business Agent

AUTHORITY TO SUBMIT BID ON BEHALF OF THE BUSINESS ORGANIZATION

I, _____, certify that I am the _____
(name) (title)

of the Corporation, Limited Liability Corporation, Partnership, or Sole Proprietorship and named as Principal in the within
bid; and I certify that _____, who signed the bid on behalf of the
(name)

Principal was then the _____ of said corporation, that I
(title)

know his or her signature and his/ her signature thereto is genuine; and that said bid was duly signed, sealed, and attested to
for and on behalf of said Business Organization by authority of the Owner(s) / Managing Member(s).

Date

Corporate Seal

Name: _____
Signature

Name: _____
Printed

Title: _____

Business Organization Name:

PERFORMANCE BOND

“Know all men by these presents, that we, the undersigned as principal and as sureties, are hereby held and firmly bound unto in the penal sum of dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

“Signed this _____ day of _____, 2025

“The condition of the above obligation is such that whereas, the above-named principal did on the _____ day of _____ 2025 enter into a contract with, which said contract is made a part of this the bond the same as though set forth herein;

“Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A::44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carryforward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as for the oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. “The said surety hereby stipulates and agrees that no modification, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.”

Recovery of any claimant under the bond shall be subject to the condition and provisions of this article to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

Signed, sealed, and dated this _____ day of _____ 2025

ATTEST: CONTRACTOR

Witness Principal

Witness Surety

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive any notice of any such change, extension of time, alteration or addition to the terms of the contract of to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that if the OWNER and the PRINCIPAL agree to arbitration, then the SURETY shall become a party thereto and be bound by the results of the arbitration.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other

beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number)

counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2025.

ATTEST:

_____ By: _____

(SEAL)

(Witness as to Principal) (Address)

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

_____, surety(ies) on the attached bond, hereby certify(ies) the following:

1. The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

2. The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2025 (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

3. (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

4. The amount of the bond to which this statement and certification is attached is \$ _____.

5. If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

(b)

_____; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (C.17:51B-1 et seq.) and any

applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATION

(to be completed by an authorized certifying agent for each surety on the bond)

I, _____, as _____,
(name of agent) (title of agent)

for _____, a corporation/mutual insurance
(name of surety)

company/other (indicating type of business organization (circle one) domiciled in _____,
(state of domicile)

DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and
ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

(signature of certifying agent)

(printed name)

(title of certifying agent)

6.13

VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY :
COUNTY OF _____ : SS.

I, _____, am the
(name of affiant)

(identify relationship to bidder: owner, partner, president, or other corporate officer)

of the _____, and being duly sworn, I
(name of bidder)

depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Harvey Cedars rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the Contract for the said project.

At all times during the performance of the collection contract, I agree to commit, for use only in the Borough of Harvey Cedars, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in the Borough of Harvey Cedars is not feasible, that the Borough of Harvey Cedars will not be responsible for disposal costs for waste generated outside the Borough of Harvey Cedars.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Borough of Harvey Cedars to damages arising therefrom.

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me this
____ day of _____, 20__.

Notary Public of
My Commission expires _____, 20__.

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

The Contractor and the Borough of Harvey Cedars ("owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

NOTICE**TO ALL PUBLIC WORKS EMPLOYERS**

Pursuant to N.J.S.A. 34:11-56.25, et seq., Contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. Please be advised that the Act requires that all public works employers shall submit a certified payroll record to the public body, or lessor, that contracted for the public work project, each payroll period within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection, during normal business hours, the certified payroll records. In the event it is found that any worker, employed by the Contractor or any Subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and prosecute the work to completion. A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards, Public Contracts Section, CN 389, Trenton, NJ 08625-0389, telephone 609-292-2259.

The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The Contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the Contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.htm

ACKNOWLEDGMENT OF RECEIPT OF NOTICES, REVISIONS, OR ADDENDA

Pursuant to Local Public Contracts Law 40A:11-23 the Contractor/bidder shall acknowledge by signature the following:

ADDENDUM #1 dated _____

ADDENDUM#2 dated _____

ADDENDUM #3 dated _____

Bidder's Signature _____

Bidder's Printed Name: _____

Company Name: _____

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY :
COUNTY OF : SS. SOLID WASTE AND RECYCLABLE MATERIAL
COLLECTION SERVICES

I, _____, of the municipality of _____, in the State of
(name of affiant)

_____, being of full age and duly sworn according to law, on my oath, depose and say
that:

I am employed by the firm of _____, the bidder submitting the bid proposal for the
(name of bidder)

above-named project, in the capacity of _____, and I have executed the bid proposal with the
(title of affiant)

full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and
shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me
this ____ day of _____, 20____.

Notary Public of

My Commission expires _____, 20____.

AFFIRMATIVE ACTION AFFIDAVIT**PROCUREMENT AND SERVICE CONTRACT - MANDATORY LANGUAGE**

During the performance of a contract, the Contractor agrees as follows:

- A. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, marital status or sex. 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; 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 Equal Employment Opportunity Officer setting forth provisions of this nondiscrimination clause.
- B. The Contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.
- C. The Contractor or subcontractor, where applicable, will send to each labor union or representative of 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 action and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- F. The Contractor or Subcontractor agrees to inform in writing appropriate recruitment agencies, including employment agencies, placement bureaus, colleges, universities, and labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. 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.
- H. The Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Provisions D, E, F, G or H not required for subcontractors with four (4) or fewer employees or a Contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

Company _____ Title _____

Signature _____ Date _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127)****N.J.A.C. 17:27****GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Except with respect to affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information or liability for military service, 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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. 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 for the 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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law.

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 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 to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor agrees as may be applicable 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 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, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, 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 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 Div. of Contract Compliance & EEO/AA as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO/AA for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company: _____

Date: _____

ATTACH NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**CERTIFICATE BUSINESS REGISTRATION**

(P.L. 2004, c.57)

(N.J.S.A. 52:32-44)

PROOF OF BUSINESS REGISTRATION

All business organizations that do business (i.e., compete for or enter into a contract) with a State, County or Local Contracting Agency are required to be registered with the State and provide proof of their registration to the contracting agency. Proof of valid business registration shall be in the form of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. Information on how a business can obtain a certificate is located on the Internet at www.nj.gov/njbgs or by telephone at 609-292-1730. The purpose of the registration is to ensure that all businesses and their subsidiaries receiving government contracts pay appropriate sales, use, and other taxes. A Contractor and its subcontractor(s) must collect and remit to the Division of Taxation the use tax pursuant to the Sales & Use Tax Act on all sales of tangible personal property delivered into this State. Notice of these requirements must be provided in bid specifications, requests for proposals and any other documents notifying potential Contractors of procurement opportunities.

Business registration is required for any contract in excess of \$6,000 (15% of \$40,000) for municipalities with Qualified Purchasing Agents.

A contracting agency shall not enter into a contract with a business organization unless it has received proof of the business registration at the time of the bid or the proposal submission, in response to a request for bids or proposals. For all other transactions, the proof of business registration must be received prior to the issuance of a purchase order or other contracting document.

All public Contractors submitting bids for public work must submit a copy of their proof of business registration with their bids. Bidders must also obtain and submit proof of registration from those subcontractors at all levels (tiers) if the specifications require the Subcontractor to be listed or named in the bidder's submission. Proof of valid business registration must be provided by the bidders and their named subcontractors at all levels (tiers) at the time the bid or proposal is officially received and opened by the contracting agency if required by the specifications. Failure to submit proof of registration is considered a mandatory rejection of bids and is non-waivable by the contracting agency.

The Contractor shall provide written notice to its Subcontractor and suppliers of the responsibility to submit proof of business registration to the Contractor. The requirement of proof extends down through all levels (tiers) of the project. After the award of a project, the Contractor has the obligation to obtain proof of registration from each Subcontractor or a supplier on the project (in addition to those listed or named in the bid submission) and file proof of their business registration with the contracting agency prior to receiving final payment.

If there are no subcontractors on a project, the Contractor must certify to that effect.

A Contractor, Subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

-----Attach Certificate-----

BID PROPOSAL

Proposal for Garbage and Recyclable Collection beginning January 1, 2026.

[Name of the Contracting Unit]:

I or We _____, of _____

_____, hereby agree to provide complete
(complete address)

hereby agree to provide complete listed on the Proposal Sheets.

COMPANY SUBMITTING BID _____

NAME OF PERSON SUBMITTING BID _____

SIGNATURE OF PERSON SUBMITTING BID _____

TITLE OF PERSON SUBMITTING BID _____

DATE _____

Note:

Bidders are required to sign all Proposal sheets submitted.

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

**Borough of Harvey Cedars
Department of Administration
Purchasing Division
Ocean County
Harvey Cedars, New Jersey**

Collection & Disposal of Recycling Materials

Bid Proposal Form

**Borough Purchasing Agent
Borough of Harvey Cedars
c/o The Borough Clerk's Office
Municipal Building
7606 Long Beach Blvd.
Harvey Cedars, NJ 08008**

In accordance with your notice to bidders, the bid proposal, general instructions, stated terms, conditions and specifications, we wish to quote the following for the indicated service:

Description of Service

Base Bid Items - Boroughwide Collection & Disposal of Recycled Material – Single Stream Collection

Three-Year Contract and Two Options

Boroughwide Collection & Disposal of Single Stream Recycled Materials with the use traditional recycling containers.

Start Date: January 1, 2026

Completion Date: December 31, 2030

Total Cost

Submit Bid for Year One
(January 1, 2026 – December 31, 2026)

\$ _____

Submit Bid for Year Two
(January 1, 2027 – December 31, 2027)

\$ _____

Submit Bid for Year Three
(January 1, 2028 – December 31, 2028)

\$ _____

THREE-YEAR CONTRACT TOTAL

\$ _____

First One-Year Option
(January 1, 2029 – December 31, 2029)

\$ _____

Second One-Year Option
(January 1, 2030 – December 31, 2030)

\$ _____

Note: The lowest responsible bidder shall be based upon the total bid for the three-year initial contract.

(Name of the Individual Preparing Proposal)

(Signature of the Individual)

*Borough of Harvey Cedars
Solid Waste Bid Specifications*

BOROUGH OF HARVEY CEDARS - 2024 MUNICIPAL DATARESIDENTIAL SOURCES:

Single family	1184 Units
Multi-family	88 Units
Total	1272 Units

COMMERCIAL SOURCES:

Commercial/professional establishments 31 Units

MUNICIPAL SOURCES:

Municipal buildings	5
55-gallon cans at street ends	39
DPW yard – 30 yd roll off	1 (April – October)
– 20 yd roll off	1 (Nov. – March)
DPW yard – 4 yd roll off – recycling	2 (April – October)
– 4 yd roll off – recycling	1 (Nov. - March)
Municipal Building – 1.5 yd roll off	1

<u>POPULATION:</u>	<u>2024</u>	<u>2024</u>	<u>2023</u>
Registered Voters	461	413	418
Summer Population	Estimated between 10,000 and 12,000		

AREA: Approx. 1 sq. mile

TOTAL ROAD MILES:

Local Road Miles	10 miles
County Road Miles	2 miles approx.
Number of Streets & easements	110 local streets

TONNAGE REPORT (YEAR 2024):

Solid Waste:

Type 10 Household/Municipal	612.38 tons
Type 13 Bulky Waste Commercial	263.74 tons*

*Municipal only.

RECYCLING TONNAGE REPORT (YEAR 2024)

Commingle:

Glass	residential	30.69 tons	commercial	2.33 tons
Aluminum	residential	5.11 tons	commercial	2.50 tons
Steel containers	residential	5.11 tons	commercial	2.65 tons
Plastic	residential	13.64 tons	commercial	6.67 tons
Cardboard:	residential	35.80 tons	commercial	17.50 tons
Mixed office paper:	residential	27.28 tons	commercial	13.33 tons
Newspaper:	residential	15.34 tons	commercial	7.50 tons
Other paper/junk mail:	residential	30.69 tons	commercial	15 tons
Brush & tree parts:	residential	39.95 tons	commercial	29.35 tons
Leaves:	residential	12.79 tons	commercial	0 tons

RESOLUTION #2017-090

**AUTHORIZING AND REAFFIRMING THE CONTINUATION OF A SHARED SERVICE
AGREEMENT BETWEEN THE BOROUGH OF HARVEY CEDARS AND THE TOWNSHIP OF
LONG BEACH FOR THE SHARING OF TRASH AND RECYCLING SERVICES
ON WILLIAM STREET IN HARVEY CEDARS**

WHEREAS William Street in the Borough of Harvey Cedars borders the North Beach section of Long Beach Township and houses residents from both Harvey Cedars (north side) and Long Beach Township (south side); and

WHEREAS on December 7, 2007, Harvey Cedars authorized a Shared Services Agreement with the Township of Long Beach to split trash and recycling services for William Street to alleviate the heavy traffic caused by trash trucks; and

WHEREAS the Borough of Harvey Cedars is in the process of soliciting trash/recycling bids and desires to reaffirm and continue said Shared Service agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Harvey Cedars as follows:

1. The Borough of Harvey Cedars hereby authorizes the continuation of trash collection by the Township of Long Beach to the Harvey Cedars' properties on William Street as set forth in the Township's trash schedule.
2. The Borough of Harvey Cedars shall continue to be responsible to collect all recyclable materials from the Township of Long Beach's properties on William Street as set forth in the Borough's recycling schedule.
3. This agreement has been in effect since January 1, 2008 and shall remain effective until either the Township of Long Beach or the Borough of Harvey Cedars terminates this agreement in writing.
4. Each municipality shall inform its residents on William Street of this agreement.
5. Copies of this resolution shall be forwarded the Municipal Clerks of both municipalities to be forwarded to their trash/recycling collection agencies and to their Public Works departments.

PASSED ON: September 8, 2017



Recycling & Trash Schedule Borough of Harvey Cedars



JANUARY

S	M	T	W	T	F	S
				1	H	2
4	5	6	T	7	R	8
11	12	13	T	14	B	15
18	19	H	20	T	21	R
22	23	24				
25	26	27	T	28	R	29
						30

MARCH

S	M	T	W	T	F	S
1	2	3	T	4	B	5
8	9	10	T	11	R	12
15	16	17	T	18	L	19
22	23	24	T	25	R	26
29	30					

MAY

S	M	T	W	T	F	S
					1	2
3	4	5	T	6	R/L	7
10	11	12	T	13	R/B	14
17	18	19	T	20	R/L	21
24	25	H	26	T	27	R/B
						28
						29
						30

JULY

(one bulk day pickup)

S	M	T	W	T	F	S
				1	R	2
5	6	T	7	8	R/B	9
12	13	X	14	15	R/L	16
19	20	T	21	22	R/B	23
26	27	T	28	29	R	30

SEPTEMBER

S	M	T	W	T	F	S
		1	2	R/B	3	4
6	7	T	8	9	R/L	10
13	14	T	15	16	R/B	17
20	21	T	22	23	R/L	24
27	28	T	29			

NOVEMBER

S	M	T	W	T	F	S
1	2	3	T	4	B	5
8	9	10	H/T	11	R	12
15	16	17	T	18	L	19
22	23	24	T	25	R	26
29						

FEBRUARY

S	M	T	W	T	F	S
1	2	3	T	4	B	5
8	9	10	T	11	R	12
15	16	H	17	T	18	R
22	23	24	T	25	R	26
						27

APRIL

S	M	T	W	T	F	S
5	6	7	T	8	R	9
12	13	14	T	15	L	16
19	20	21	T	22	R	23
26	27	28	T	29	B	

JUNE

S	M	T	W	T	F	S
	1	T	2	3	R/L	4
7	8	T	9	10	R/B	11
14	15	T	16	17	R/L	18
21	22	T	23	24	R/B	25
28	29	T				

AUGUST

(one bulk day pickup)

S	M	T	W	T	F	S
2	3	T	4	5	R/B	6
9	10	X	11	12	R/L	13
16	17	T	18	19	R/B	20
23	24	T	25	26	R	27
30						

OCTOBER

S	M	T	W	T	F	S
				R	1	2
4	5	6	T	7	B	8
11	12	H	13	T	14	R
18	19	20	T	21	L	22
25	26	27	T	28	R	29
						30

DECEMBER

S	M	T	W	T	F	S
		1	T	2	B	3
6	7	8	T	9	R	10
13	14	15	T	16	L	17
20	21	22	T	23	B	24
27	28	29	T	30	R	

B = Brush
L = Leaves
R = Recycling

H = Holiday (Borough)
T = Trash *
X = Trash & 2 Bulk Items

H/T = Holiday/Trash
R/B = Recycling/Brush
R/L = Recycling/Leaves

* See reverse for full collection instructions

2026