

CONTRACT SPECIFICATIONS

---

PURCHASE OF SOLID WASTE COLLECTION SERVICES

---

---

NETCONG BOROUGH  
MORRIS COUNTY, NEW JERSEY

November 2012

---

---

## NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Borough Clerk of the Borough of Netcong, County of Morris, State of New Jersey, at the Municipal Building, located at 23 Maple Avenue, Netcong, New Jersey, 07857 on November 20, 2012 at 10:00 a.m., or as soon thereafter as the matter may be heard, and publicly opened with the contents of same publicly announced for the purchase of solid waste collection services.

The Instructions to Bidders, General Conditions, Proposal, form of Contract, and other related bid documents may be obtained from the Borough Clerk's Office at the above address or by telephoning (973) 347-0252 during normal business hours. There will be a non-refundable charge of \$25.00 for each set of specifications issued.

Proposals shall be enclosed in opaque sealed envelopes, plainly marked, "**Proposal for the Purchase of Solid Waste Collection Services**" and shall show the name and address of the bidder. Bids may be forwarded by certified mail. If mailed, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope properly addressed for mailing as follows:

Cynthia Eckert, Borough Clerk  
BOROUGH OF NETCONG  
Municipal Building  
23 Maple Avenue  
Netcong, NJ 07857

All bids shall be presented to the Borough Clerk by the parties bidding or their agents at the place and time designated or by mail as above. The Borough will not assume responsibility for bids forwarded through the mail if lost in transit at any time before bid opening. No bids will be received after the time set forth above.

No proposal will be considered unless accompanied by a Bid Bond in the amount of ten percent (10%) of the base bid (based upon the price bid and the estimated number of tons projected), not to exceed \$20,000, in the form of a certified check, cashier's check or bid bond, binding the bidder to execute a contract within ten (10) days after notification of acceptance of his bid. A Non-Collusion Affidavit shall also be submitted.

The Borough reserves the right to waive minor defects and informalities in any bid and to reject any and all bids, or to accept bids that are in the opinion of the Borough in the best interest of the Borough.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening of bids.

Bidders are required to comply with the provisions of P.L. 1975, c. 127, and any amendments thereto, regarding Affirmative Action. The successful bidder, upon notification of the Borough's intent to award a contract to said bidder, must supply the Borough with one of the

following Affirmative Action documents:

1. A photocopy of the bidder's Federal Affirmative Action Plan Approval Letter; or
2. A photocopy of the bidder's Certificate of Employee Information Report; or
3. The Borough's copy of the bidder's completed Affirmative Action Employee Information Report Form.

The bidder's Affirmative Action documentation must be supplied to the Borough within ten (10) days of the bidder's notification of the Borough's intent to award. If the bidder fails to supply the Borough with the necessary Affirmative Action documentation, the Borough may declare the bidder non-responsive and award the contract to the next lowest bidder.

Simultaneous with the submission of bids, the corporation or partnership so bidding shall furnish a statement setting forth the names and address of all stockholders in the corporation who own ten percent (10%) or more of the stock in any class, or of individual partners in the partnership who own ten percent (10%) or greater of interest therein pursuant to Chapter 33, P.L. 1977. Bids will be rejected if they do not contain this disclosure statement.

No specifications, forms of Proposal, or other documents will be issued after 3:00 p.m. on November 19, 2012.

By order of the Borough Council of the Borough of Netcong,

---

Cynthia Eckert, Borough Clerk

Division of Solid and Hazardous Waste  
Bureau of Solid Waste Regulation  
P.O. Box 414  
Trenton, New Jersey 08625  
Telephone (609) 984-2080  
Fax (609) 984-6874

**NOTICE !!**  
**For**  
**New Jersey Municipalities that Contract for Solid Waste Collection Services**  
**And**  
**Solid Waste Collection Utilities that Bid on Residential Collection Contracts**

***Uniform Bid Specifications for Solid Waste Collection Contracts***

**N.J.A.C. 7:26H-6.6(a) and Appendix A; N.J.A.C. 17:27**  
**N.J.S.A. 13:1E-1 et seq.; N.J.S.A. 48:13A-1 et seq.; N.J.S.A. 40A:11 et seq.**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975,c.127)**

The above-referenced solid waste utility regulations and New Jersey Statutes state that in addition to the Department of Environmental Protection's solid waste utility regulations, a solid waste collection company shall be familiar with and comply with all applicable local, state and Federal laws and regulations in connection with submitting a bid proposal and performing a municipal solid waste collection contract. Therefore, please be advised that recent changes in state law have altered several requirements related to the municipal solid waste collection bid specifications, which is Appendix A of the utility regulations (N.J.A.C. 7:26H).

1. The Affirmative Action Compliance Notice has been changed. This affects section 4.5 AFFIRMATIVE ACTION REQUIREMENTS of Appendix A of the municipal solid waste collection contract bid specifications.

A ***successful bidder*** must submit to the public agency, one of the following three (3) documents:

- a. A photocopy of a ***valid letter*** identifying that the contractor is operating under an existing Federally approved or sanctioned affirmative action program, OR
  - b. A photocopy of a ***Certificate*** of Employment Information Report approval issued in accordance with N.J.A.C. 17:27-4, OR
  - c. A photocopy of an Employee Information Report (***Form AA302***) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.
2. The Mandatory Affirmative Action Language For Goods and Services (Including Professional Services) Contracts has changed. This affects Attachment #1 of the municipal solid waste collection contract bid specifications.
    - a. The entire text of the Mandatory Affirmative Action Language For Goods and Services (Including Professional Services) Contracts can also be found at [http://www.nj.gov/dca/lgs/lpcl/yellowbook/yelbook\\_sec\\_c\\_vii-a-1.doc](http://www.nj.gov/dca/lgs/lpcl/yellowbook/yelbook_sec_c_vii-a-1.doc)

3. Contractors are now also required to comply with all the rules and regulations associated with the Americans with Disabilities Act of 1990.

a. This document can also be found at

[http://www.nj.gov/dca/lgs/lpcl/yellowbook/yelbook\\_sec\\_c\\_vii-b.doc](http://www.nj.gov/dca/lgs/lpcl/yellowbook/yelbook_sec_c_vii-b.doc)

b. The Act requires bid specifications and contracts to contain the language of the Act. No submission is necessary.

4. A new form that shall be submitted as part of the bid is a Business Registration Certificate (BRC), which is issued by the Division of Revenue in the Department of the Treasury.

a. Detailed information on this requirement can be found at the Division of Local Government Services web site

<http://www.nj.gov/dca/lgs/lpcl/index.shtml#BusinessRegistration>

If you have any questions concerning the changes and additions to the municipal solid waste collection contract bid specifications, please contact the State Division of Local Government Services at (609) 292-7842. Questions concerning Affirmative Action requirements can be resolved by contacting the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts at (609) 292-5473.

Sincerely,

Michael DeTalvo, Supervisor  
Economic Regulation Unit

## TABLE OF CONTENTS

1. INSTRUCTIONS TO BIDDERS
  - 1.1 The bid
  - 1.2 Changes to the bid specifications
  - 1.3 Bid opening
  - 1.4 Documents to be submitted
2. DEFINITIONS
3. BID SUBMISSION REQUIREMENTS
  - 3.1 Bid proposal
  - 3.2 Bid guarantees
  - 3.3 Exceptions to the bid specifications
  - 3.4 "Or equal" substitutions
  - 3.5 Compliance
  - 3.6 Conflict of Interest and Non-Collusion
  - 3.7 No Assignment of bid
4. AWARD OF CONTRACT
  - 4.1 Generally
  - 4.2 Notice and execution of contract
  - 4.3 Responsible bidder
  - 4.4 Performance bond
  - 4.5 Affirmative action requirements
  - 4.6 Vehicle dedication affidavit
  - 4.7 Errors in price calculation
5. WORK SPECIFICATIONS
  - 5.1
  - 5.2
  - 5.3 Collection options
  - 5.4 Containers
  - 5.5 Collection schedule
  - 5.6 Solid waste disposal
  - 5.7 Vehicles and equipment
  - 5.8 Name on vehicles
  - 5.9 Telephone facilities and equipment
  - 5.10 Failure to collect
  - 5.11 Complaints
  - 5.12 Solicitation of gratuities
  - 5.13 Invoices and payment procedure
  - 5.14 Competence of employee
  - 5.15 Supervision of employees
  - 5.16 Insurance requirements

- 5.17 Certificates
- 5.18 Indemnification

6. BIDDING DOCUMENTS

- 6.1 Bidding documents checklist
- 6.2 Certificate of public convenience and necessity/A-901 approval letter
- 6.3 Statement of bidder's qualifications, experience and financial ability
- 6.4 Bid guaranty (not included)
- 6.5 Stockholder statement of ownership (not included)
- 6.6 Non-collusion affidavit
- 6.7 Consent of surety (not included)
- 6.8 Proposal

7. CONTRACT DOCUMENTS

- 7.1 Contract (not included)
- 7.2 Performance bond (not included)
- 7.3 Vehicle dedication affidavit
- 7.4 Certificate of insurance (not included)
- 7.5 Affirmative action affidavit

Attachment #1 Procurement and Service Contract - Mandatory Language

Attachment #2 Municipal Data

**BOROUGH OF NETCONG**  
**UNIFORM BID SPECIFICATIONS**  
**SOLID WASTE COLLECTION SERVICE**



## **1. INSTRUCTIONS TO BIDDERS**

### **1.1 THE BID**

The Borough of Netcong is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a period of two (2) years, to commence on January 1, 2013 and ending on December 31, 2014, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

### **1.2 CHANGES TO THE BID SPECIFICATIONS**

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids; be published in the Daily Record and the Star Ledger.

### **1.3 BID OPENING**

All bid proposals will be publicly opened and read by the Borough Administrator at 23 Maple Avenue, Netcong, New Jersey, 07857 on November 20, 2012 at 10:00 a.m., or as soon. Bids must be delivered by hand or by mail to the Borough Clerk no later than 10:00 a.m. November 20, 2012. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

### **1.4 DOCUMENTS TO BE SUBMITTED**

The following documents shall be submitted by every bidder at the time and date specified

in the public notice to prospective bidders:

1. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Borough of Netcong;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety; and
7. Bid Proposal.

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

## **2. DEFINITIONS**

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

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

"Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services contained herein.

"Certificate of insurance" means a document showing that an insurance policy has been

written and includes a statement of the coverage of the policy.

"Collection site" means the location of waste containers on collection day.

"Collection source" means a generator of designated collected solid waste to whom service will be provided under the contract.

"Consent of surety" means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.

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

"Contract administrator" is the person authorized by the contracting unit to procure and administer contracts for solid waste collection services.

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

"Contractor" means the lowest responsible bidder to whom award of the contract shall be made.

"Designated collected solid waste" means solid waste Type 10 - Municipal (household, commercial and institutional): Waste originating in the community consisting of household waste from private residences, commercial waste which originates in wholesale, retail or service establishments, such as, restaurants, stores, markets, theaters, hotels and warehouses, and

institutional waste material originated in schools, hospitals, research institutions and public buildings and Type 13 - Bulky waste: Large items of waste material, such as appliances and furniture, **BUT NOT INCLUDING** discarded automobiles, trucks and trailers and large vehicle parts, and tires are included under this category. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal facility" means those sites designated in the Morris County Solid Waste Management Plan for use by the Borough of Netcong: Mt. Olive Transfer Station, 149 Gold Mine Road, Mt. Olive, NJ 07836, Tel: (973) 347-8106, Fax:(973) 347-3784.

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

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed. Bidders should check with the Mt. Olive Transfer Station.

"Legal newspaper" means the Daily Record and the Star Ledger.

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

"Service Area" means the geographic area of the Borough of Netcong. See street map which is attached

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

### **3. BID SUBMISSION REQUIREMENTS**

#### **3.1. BID PROPOSAL**

A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Netcong in the advertisement for bids.

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

1. For a corporation, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor

respectively; or

3. A duly authorized representative if:

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

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

D. The bid proposal contains option bids. The Borough Council 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, the Borough Council shall not award the contract based on the bid price for separate options.

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

**3.2. BID GUARANTEES**

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

**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 Borough Council.

**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 Borough Council.

**3.5. COMPLIANCE**

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

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

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

A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;

B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and

C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.

**3.7. NO ASSIGNMENT OF BID**

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough of Netcong agrees to the assignment or other disposition. No such assignment or 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 Borough Council shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration

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

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

C. The Borough Council reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Borough Council rejects all bids, the Borough of Netcong shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

#### **4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT**

Within fourteen calendar days of the award of the contract, the Borough of Netcong shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of Netcong to declare the contractor non-responsive and to award the contract to the next lowest bidder.

#### **4.3. RESPONSIBLE BIDDER**

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

#### **4.4. PERFORMANCE BOND**

A. For a one year contract, the successful bidder shall provide a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The



successful bidder shall provide said performance bond to the Netcong Borough Clerk, at 23 Maple Avenue, Netcong New Jersey, 07857.

B. Failure to provide the required one year performance bond at the time and place specified by the Borough of Netcong shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Borough of Netcong may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.

C. For a three (3) 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 to the Netcong Borough Clerk, at 23 Maple Avenue, Netcong New Jersey, 07857. The performance bond for each succeeding year shall be delivered to the Borough of Netcong with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough Council 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 of Netcong 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 Borough Council 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 photo copy of its letter of approval.

2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy of the certificate.

3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.

C. If the Contractor does not submit the affirmative action document within the required time period the Borough of Netcong 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 Netcong to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

#### **4.6. VEHICLE DEDICATION AFFIDAVIT**

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the Borough of Netcong 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 Borough Council may not award a contract until all tabulations are complete.

## **5. WORK SPECIFICATIONS**

### **5.1.**

Under the supervision of the Contract Administrator, the Contractor shall, subject to the procedures and exceptions hereinafter set forth, collect, remove and dispose of all garbage from each dwelling, house, hotel, victualing house, store, shop and other buildings within the territorial and geographical boundaries of the Borough of Netcong.

The Contractor shall also collect, remove and dispose of all garbage in the trash dumpster(s) (five in total) located at the Municipal Building, Department of Public Works, Firehouses (2) and Recycling Center and the borough's litter baskets situated in the commercial area of the Borough and garbage put out for collection at DiRenzo Park and Arbolino Park (including the garbage cans in the parking lot) twice a week on the stated pick-up day (Monday and Friday). The Contractor shall also collect, remove and dispose of all garbage in Borough owned trash containers located at 17 Maple Avenue (Pharmacy), Maple Avenue (Delicious Bagel), Maple Avenue at Main Street (Quick Check), Maple Avenue at Main Street (Laundromat), 4 Main Street, 30 Main Street, 53 Main Street, 67 Main Street, Main Street at Quick Check, 75 Main Street, 78 Main Street, 81 Main Street, 7 Ledgewood Avenue, 4 Ledgewood Avenue, 4 Allen Street, 31-33 Allen Street, Water Street (DiRenzo Park gazebo), Koclas Drive (near basketball

court), Koclas Drive near tennis court, and two (2) container for Main Street at Route 183 (gazebo)

All collections shall be made from the curb line except for the trash containers or dumpster(s) located behind the Municipal Building, at the borough's Recycling Center, Firehouses and the Borough Garage and any container referenced in Work Specification 5.1. Any and all questions with regard to the location or specification of container(s) or locations shall be addressed to the Public Works Superintendent Robert Olivo at telephone number 973-347-6664.

All garbage, except for the garbage contained in the dumpster(s) at the Municipal Building, Recycling Center, Firehouses and the Borough Garage, shall be contained in the garbage cans. The Contractor shall not pick up any garbage container until first determining that it does not contain recyclable materials. In the event any recyclable materials are found in garbage containers, said containers shall be left at curbside without having been emptied and shall be marked with the appropriate sticker to be provided by the Borough of Netcong. The Contractor shall keep a record of the address of any and all premises where garbage containers were required to be stickered as a result of recyclable materials being found therein. A list of all such addresses and date of stickering shall be provided to the Contract Administrator on a monthly basis.

The Contractor shall submit two alternate bids for the collection of bulk items. The first alternate bid shall be for the collection of one (1) bulk item per week from each of the collection sites. The second alternate bid shall be for the collection of two (2) bulk items per week from each of the collection sites.

## **5.2.**

The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Borough of Netcong in accordance with the map attached hereto as Exhibit A.

## **5.3. COLLECTION OPTIONS**

### **OPTION #1 Weekly Pick Up of Solid Waste for One (1) Year**

Collection and disposal shall be made once a week of Type 10 – Municipal (household, commercial and industrial) from each dwelling house, hotel, victualing house, store, shop and other buildings within the territorial and geographical boundaries of the Borough of Netcong. Collection shall take place on Fridays. The collection schedule may be altered by agreement with the borough and upon at least thirty (30) days' notice by the contractor to all affected premises. All costs associated with providing said notice shall be paid for by the Contractor. The Borough estimates that approximately 100 tons of garbage is generated in the Borough each month.

### **OPTION #2 Weekly Pick Up of Solid Waste for Two (2) Years**

Collection and disposal shall be made once a week of Type 10 – Municipal (household, commercial and industrial) from each dwelling house, hotel, victualing house, store, shop and other buildings within the territorial and geographical boundaries of the Borough of Netcong. Collection shall take place on Fridays. The collection schedule may be altered by agreement with the borough and upon at least thirty (30) days' notice by the contractor to all affected premises. All costs associated with providing said notice shall be paid for by the Contractor. The Borough estimates that approximately 100 tons of garbage is generated in the Borough each month.

#### **5.4. CONTAINERS**

All trash collected shall be in cans, containers or bags. All garbage containers shall be returned to the place from which they were removed by the Contractor.

#### **5.5. COLLECTION SCHEDULE**

A. All collection services, as described in these specifications, shall be performed on all designated days between 7:00 a.m. to 6:00 p.m.

B. When a collection day falls on New Year's, Christmas, Thanksgiving, the Fourth of July, Memorial Day, Labor Day or any other legal holiday on which the laborers of the Contractor are not scheduled to work, the collection scheduled for any such day shall be made on the day next succeeding such holiday. No collections shall be allowed on Sunday.

#### **5.6. SOLID WASTE DISPOSAL**

A. All solid waste collected within the Borough of Netcong shall be disposed of in accordance with the Morris 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 Mt. Olive Transfer Station, 149 Gold Mine Road, Mt. Olive, NJ 07836, Tel: (973) 347-8106, Fax:(973) 347-3784.

B. The Borough of Netcong reserves the right to designate another disposal facility in accordance with the Morris County Solid Waste Management Plan or in the event that the designated Disposal Facility is unable to accept waste. The Borough of Netcong will assume all additional costs or benefits that are associated with such designation.

#### **5.7. VEHICLES AND EQUIPMENT**

A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.

B. All collection trucks shall be compaction types, completely enclosed and water tight. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.

D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

**5.8. NAME ON VEHICLES**

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

**5.9. TELEPHONE FACILITIES AND EQUIPMENT**

A. The Contractor must provide and maintain an office within reasonable proximity of the Borough of Netcong with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.

B. Telephone service shall be maintained on all collection days, between the hours of 8:30 AM and 5:30 PM. The Borough of Netcong shall list the Contractor's telephone number in

the Telephone directory along with other listings for the Borough of Netcong.

**5.10. FAILURE TO COLLECT**

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

**5.11. COMPLAINTS**

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

B. The Contractor shall submit a copy of all complaints received and the action taken to the Borough of Netcong

**5.12. SOLICITATION OF GRATUITIES**

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

**5.13. INVOICE AND PAYMENT PROCEDURE**

A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.

1. Within 30 days after the end of each calendar month during the term of the



contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough of Netcong 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 of Netcong for reimbursement.

B. The Borough of Netcong shall pay all invoices within 30 days of receipt. The Borough of Netcong will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of Netcong shall have 30 days from the date of receipt of the corrected invoice to make payment.

C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough of Netcong 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 of Netcong shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the governing body; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

1. the amount of the invoice;
2. the origin of the waste;
3. the truck license plate number;

4. the total quantity and weight of the waste; and
5. the authorized tipping rate plus all taxes and surcharges.

E. Where the Borough of Netcong will pay the costs of disposal, the disposal facility shall bill the Borough of Netcong directly for all costs (including taxes and surcharges).

**5.14. COMPETENCE OF EMPLOYEES**

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

**5.15. SUPERVISION OF EMPLOYEES**

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

**5.16. INSURANCE REQUIREMENTS**

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. The insurance policy shall name the Borough of Netcong as an Additional Named insured indemnifying the Borough of Netcong with respect to the Contractor's actions pursuant to the Contract.

**5.17. CERTIFICATES**

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

**5.18. INDEMNIFICATION**

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

**6. BIDDING DOCUMENTS**

**6.1 BIDDING DOCUMENTS CHECKLIST**

- \_\_\_\_ 6.2. Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- \_\_\_\_ 6.3. Statement of bidder's qualifications, experience and financial ability.
- \_\_\_\_ 6.4. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough of Netcong.
- \_\_\_\_ 6.5. Stockholder statement of ownership.
- \_\_\_\_ 6.6. Non-collusion affidavit.
- \_\_\_\_ 6.7. Consent of surety.
- \_\_\_\_ 6.8. Proposal.

_____	_____
<b>Name of Firm or Individual</b>	<b>Title</b>
_____	_____
<b>Signature</b>	<b>Date</b>

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

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

Complete Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Certificate Number: \_\_\_\_\_

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

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

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

**AFFIDAVIT**

STATE OF NEW JERSEY \_\_\_\_\_ }

SS: BOROUGH OF NETCONG

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

I, \_\_\_\_\_, am the \_\_\_\_\_ (OWNER, PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER) of the \_\_\_\_\_ (Name of Bidder) and being duly sworn, I depose and say:

- 1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
- 2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough Council to award to \_\_\_\_\_ the contract for solid waste collection services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
- 3. I understand and agree that the Borough of Netcong will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.
- 4. I also understand and agree that the Borough Council 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 Netcong, 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 Netcong 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 \_\_\_\_\_ 2012.

Notary Public of  
My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

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

## QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the Borough of Netcong. 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 Council under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Borough Council in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
  - (a) Name of contracting unit;
  - (b) Approximate population of contracting unit;

- (c) Term of contract from/to:
  - (d) How were materials collected?
  - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
  - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
- 
- 7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include 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. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidders assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.
  
14. Additional remarks.

**6.4    BID GUARANTY**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_, as Surety, are hereby held and firmly bound  
unto \_\_\_\_\_

\_\_\_\_\_ as OWNER in the penal sum of \$ \_\_\_\_\_

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,  
successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012. The Condition of the above obligation  
is such that whereas the Principal has submitted to the Borough of Netcong a certain BID, attached hereto  
and hereby made a part hereof to enter into a contract in writing, for \_\_\_\_\_

NOW, THEREFORE,

- a)     If said BID shall be rejected, or
- b)     If said BID shall be accepted and the Principal shall execute and deliver a contract in the  
          Form of Contract attached hereto (properly completed in accordance with said BID), and  
          shall furnish a BOND for his faithful performance of said contract, and for the payment of all  
          persons performing labor or furnishing materials in connection therewith, and shall in all  
          other respects perform the agreement created by the acceptance of said BOND,

then this obligation shall be void, otherwise the same shall remain in 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 Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and  
its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may  
accept such BID; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

WITNESS/ATTEST:

\_\_\_\_\_  
Principal \_\_\_\_\_(L.S.)

WITNESS/ATTEST:

\_\_\_\_\_  
Surety \_\_\_\_\_(L.S.)

By: \_\_\_\_\_

#### IMPORTANT NOTICE

- **Surety companies executing BONDS must be authorized to transact business in the State of New Jersey.**
- **If the Contractor is a partnership, this Bid Bond must be signed by each of the individuals who are partners.**
- **If the Contractor is a corporation, this Bid Bond must be signed in its correct corporate name by a duly authorized officer, agent, or Attorney-in-Fact.**
- **There should be executed the appropriate number of counter parts of this Contract at issue.**
- **Bid Bond must be 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.**

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of \_\_\_\_\_)

)SS:

County of \_\_\_\_\_)

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the subscriber, a  
of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, who I am satisfied, is the person who

signed the within instrument as  
of

the corporation named therein and he thereupon acknowledged that said instrument made by the corporation  
and signed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such  
officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of  
Directors.

\_\_\_\_\_

\*\*\*\*\*

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of \_\_\_\_\_)

)SS:

County of \_\_\_\_\_)

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the subscriber, a  
of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, who I am satisfied, is one of the

members of the firm of  
the partnership named therein and he thereupon acknowledged that the said instrument made by the  
partnership and signed by him, was signed, sealed and delivered by him as such partner and is the voluntary  
act and deed of the partnership.

\_\_\_\_\_

\*\*\*\*\*

ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of \_\_\_\_\_)

)SS:

County of \_\_\_\_\_)

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the subscriber, a \_\_\_\_\_ of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, who I am satisfied, is the person named \_\_\_\_\_ in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

\_\_\_\_\_

Affix acknowledgments of Sureties.

**6.5 STOCKHOLDER STATEMENT OF OWNERSHIP**

**OWNERSHIP DISCLOSURE STATEMENT**

In accordance with Chapter 33, P.L. 1977, the corporation or partnership bidding on a public project shall furnish a statement setting forth the names and addresses of all stockholders in the corporation or the partnership who own ten percent (10%) or more of the stock in any class or of individual partners in the partnership who own ten percent (10%) or greater interest therein. **BIDS WILL BE REJECTED IF THEY DO NOT CONTAIN THIS DISCLOSURE STATEMENT.**

Name of Stockholder or Partner

Address

---

---

---

---

---

---

---

---

---

---

By: \_\_\_\_\_  
(Title)

**6.6 NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } s.s.: Borough of Netcong

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

I am employed by the firm of \_\_\_\_\_, the bidder submitting the Bid Proposal for the above named project, in the capacity of \_\_\_\_\_, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or other wise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough Council rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the

\_\_\_\_\_.

---

**Name of Firm or Individual** **Title**

---

**Signature** **Date**

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 2012.

Notary Public of

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

**6.7 CONSENT OF SURETY**

**CONSENT OF SURETY**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

\_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of New Jersey, do hereby consent and agree with the Borough of Netcong that if the foregoing proposal of \_\_\_\_\_

\_\_\_\_\_ hereinafter called the Contractor, for \_\_\_\_\_

\_\_\_\_\_ be accepted, and a Contract for said work be awarded to said Contractors, we will, upon its being so awarded, become Surety for said Contractor and agree to be bound with said Contractor upon the terms and conditions set forth in the Proposal and Specifications and shall provide security through the issuance of a Performance Bond in an amount equal to One Hundred Percent (100%) of the Contract Price, and to be conditioned so as to indemnify the Borough of Netcong against loss due to the failure of the Contractor to fulfill the obligations and requirements of said Contract.

IN WITNESS WHEREOF, the undersigned Corporation has caused this Agreement to be signed by its duly authorized representative and its corporate seal to be affixed hereto.

Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

By: \_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT NOTICE**

- **The Consent of Surety from must be executed.**
- **Consent of Surety must be accompanied by (a) appropriate acknowledgments of the respective parties, (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where Consent of Surety 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.**



**6.8 PROPOSAL**

**PROPOSAL OPTION #1 - GARBAGE COLLECTION AND DISPOSAL SERVICES FOR ONE YEAR FOR THE BOROUGH OF NETCONG, MORRIS COUNTY STATE OF NEW JERSEY**

DATE:

Proposal of \_\_\_\_\_ (hereinafter called, "Bidder"), a corporation of the State of \_\_\_\_\_, a partnership, an individual doing business as \_\_\_\_\_.

(Delete inapplicable designations above.)

To the BOROUGH OF NETCONG, County of Morris, State of New Jersey

(hereinafter called, "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the supplying of garbage collection and disposal services, having examined the Instructions to Bidders and the related contract documents, and being familiar with all of the conditions surrounding the supplying of the services, hereby proposes to furnish the services in accordance with the Specifications, within the time set forth herein at the price hereinafter stated. This price is to cover all expenses incurred in furnishing the services, including, but not limited to, all tipping fees, taxes and surcharges for the disposal of the Borough's solid waste in accordance with paragraph 5.13 of the Specifications.

Bidder hereby agrees to commence work on this Contract on January 1, 2013.

Bidder agrees to render once a week garbage collection and disposal services, collecting the entire Borough in one (1) day on Friday, as described in these Specifications for a term of one (1) year commencing January 1, 2013, for the following lump sum:

Figure: \$ \_\_\_\_\_ Words: \_\_\_\_\_

Bid - One Year

**Alternate Bids (The Following Alternate Bids must be filled in by all Bidders)**

The following Alternate Proposals are to be priced individually and are to be quoted as an addition to the lump sum price for collecting and disposing of the Owner's solid at the appropriate disposal facility. The Owner reserves the right to reject both alternates or to award either or both alternates, whichever is in the best interest of the Owner.

**Alternate No. 1:** Provide an additional pick-up per week of one (1) bulk-item on the regular collection day for each of the collection sites referenced in paragraph 5.1 of the Specifications.

Add: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**Alternate No 2. :** Provide an additional pick-up per week of two (2) bulk-items on the regular collection day for each of the collection sites referenced in paragraph 5.1 of the Specifications.

Add: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**Addendums**

In submitting this Bid, I have received and included in this Bid, the following Addenda.

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

The Bidder hereby certifies that he has full authority to make the Proposal and does further declare that he or they are the only person or persons interested in this Proposal and has not colluded with any person in preparing its Bid.

The Bidder agrees not to withdraw its bid within sixty (60) days of the bid opening and shall permit the Owner to accept this Proposal within sixty (60) days of the bid date.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities.

The Bid Security attached is in the sum of \$\_\_\_\_\_ and is to become the property of the Owner in the event the Contract and Bond are not executed within the time set forth above.

ATTEST:

Respectfully submitted,

\_\_\_\_\_  
(Seal) if Bidder is a corporation

\_\_\_\_\_  
By \_\_\_\_\_

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

**IMPORTANT NOTICE**

**THIS FORM MUST AND THE ATTACHED BIDDER'S AFFIDAVIT MUST BE COMPLETED**

**PROPOSAL OPTION #2 - GARBAGE COLLECTION AND DISPOSAL SERVICES FOR TWO YEARS FOR THE BOROUGH OF NETCONG, MORRIS COUNTY, NEW JERSEY**

DATE:

Proposal of \_\_\_\_\_ (hereinafter called, "Bidder"), a corporation of the State of \_\_\_\_\_, a partnership, an individual doing business as \_\_\_\_\_.

(Delete inapplicable designations above.)

To the BOROUGH OF NETCONG, County of Morris, State of New Jersey

(hereinafter called, "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the supplying of garbage collection and disposal services, having examined the Instructions to Bidders and the related contract documents, and being familiar with all of the conditions surrounding the supplying of the services, hereby proposes to furnish the services in accordance with the Specifications, within the time set forth herein at the price hereinafter stated. This price is to cover all expenses incurred in furnishing the services, including, but not limited to, all tipping fees, taxes and surcharges for the disposal of the Borough's solid waste in accordance with paragraph 5.12 of the Specifications.

Bidder hereby agrees to commence work on this Contract on January 1, 2013.

Bidder agrees to render once a week garbage collection and disposal services, collecting the entire Borough in one (1) day on Fridays, as described in these Specifications for a term of two (2) years commencing January 1, 2013, for the following lump sum:

Figure: \$ \_\_\_\_\_ Words: \_\_\_\_\_

Bid - Two Years

**Alternate Bids (The Following Alternate Bids must be filled in by all Bidders)**

The following Alternate Proposals are to be priced individually and are to be quoted as an addition to the lump sum price for collecting and disposing of the Owner’s solid waste and White Goods/Heavy Metals at the appropriate disposal facility. The Owner reserves the right to reject both alternates or to award either or both alternates, whichever is in the best interest of the Owner.

**Alternate No. 1:** Provide an additional pick-up per week of one (1) bulk-item on the regular collection day for each of the collection sites referenced in paragraph 5.1 of the Specifications.

Add: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**Alternate No 2. :** Provide an additional pick-up per week of two (2) bulk-items on the regular collection day for each of the collection sites referenced in paragraph 5.1 of the Specifications.

**Addendums**

In submitting this Bid, I have received and included in this Bid, the following Addenda:

Add: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

The Bidder hereby certifies that he has full authority to make the Proposal and does further declare that he or they are the only person or persons interested in this Proposal and has not colluded with any

person in preparing its Bid.

The Bidder agrees not to withdraw its bid within sixty (60) days of the bid opening and shall permit the Owner to accept this Proposal within sixty (60) days of the bid date.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities.

The Bid Security attached is in the sum of \$\_\_\_\_\_ and is to become the property of the Owner in the event the Contract and Bond are not executed within the time set forth above.

ATTEST:

Respectfully submitted,

\_\_\_\_\_  
(Seal) if Bidder is a  
corporation

\_\_\_\_\_  
By \_\_\_\_\_

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

**IMPORTANT NOTICE**

**THIS FORM MUST AND THE ATTACHED BIDDER'S AFFIDAVIT MUST BE COMPLETED**

**BIDDER'S AFFIDAVIT**

(This Affidavit is part of the Proposal)

STATE OF \_\_\_\_\_)

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

\_\_\_\_\_ being duly sworn, deposes and says that (s)he  
resides at \_\_\_\_\_

\_\_\_\_\_ ,  
that (s)he is the (give title) \_\_\_\_\_ ,

who signed the above Proposal, or Bid, that (s)he was duly authorized to sign, and that the Bid is a true offer  
of the Bidder, and that the Seal attached is the seal of the Bidder, and that all the declarations and  
statements contained in the Bid are true to the best of his knowledge and belief.

\_\_\_\_\_  
(Affiant)

SUBSCRIBED AND SWORN TO BEFORE  
ME THIS    DAY OF            ,  
2012

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

My Commission Expires:  
\_\_\_\_\_





3. The Contractor agrees to perform all of the work described in the contract documents and agrees to comply with all the terms and conditions therein for the price submitted by him in his proposal and as adopted by the governing body, the Owner herein. Said price shall be full compensation for the furnishing of garbage collection and disposal services and for all losses and damages arising out of the nature of the work or from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequence of the work.

4. The term "contract documents" means and will consist of the Notice to Bidders, Instruction to Bidders, Proposal, Bid Bond, Form of Contract, Performance Bond, Notice of Award, and Addenda.

The Contract documents enumerated above are hereby made part of this contract as though they were physically attached hereto and by execution of this contract the Contractor acknowledges that he has examined and is familiar with the contents of the said Contract documents.

5. The Owner will make payments to the Contractor in the manner and at such times as are set forth in the Contract documents and in such amounts as required by the Contract documents.

6. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This Contract may not be assigned by the Contractor without the prior written consent of the Owner.

8. The Contractor herein represents that neither the Contractor nor any person owning five percent or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2C:27-2, 2C:27-6, 2C:27-7, or 2C:29-4 subsequent to September 13, 1977. This representation is made pursuant to P.L. 1977, Chapter 214.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST:

BOROUGH OF NETCONG

\_\_\_\_\_  
Cynthia Eckert, Clerk  
ATTEST:

By: \_\_\_\_\_  
Joseph A. Nametko, Mayor

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President



STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on \_\_\_\_\_, 2012,

\_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) \_\_\_\_\_ is named in and personally signed the attached document; and
- (b) \_\_\_\_\_ signed, sealed and delivered this document as his or her act and deed.

\_\_\_\_\_  
A Notary Public of New Jersey

**7.2. PERFORMANCE BOND**

Bond No. \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called  
(Corporation, Partnership or Individual)

Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated \_\_\_\_\_, 2012 entered into a certain contract with the Owner for GARBAGE COLLECTION AND DISPOSAL SERVICES in accordance with specifications prepared by the Borough of Netcong, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and is declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions,

and upon determination by Surety of the lowest responsible bidder, or if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, successors or assigns of Owner.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_  
(Number)

counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2012

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal Secretary)  
(SEAL)

By: \_\_\_\_\_(s)

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

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Surety Secretary)

By: \_\_\_\_\_  
(Attorney-in-Fact)

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

Note: Date of bond must not be prior to date of contract. If Contractor is partnership, all partners should execute bond.

Performance Bond must be 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.

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

State of \_\_\_\_\_)

)SS:

County of \_\_\_\_\_)

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the subscriber, a  
of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, who I am satisfied, is the person who

signed the within instrument as  
of

the corporation named therein and he thereupon acknowledged that said instrument made by the corporation  
and signed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such  
officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of  
Directors.

\_\_\_\_\_

\* \* \* \* \*

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of \_\_\_\_\_)

)SS:

County of \_\_\_\_\_)

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the subscriber, a  
of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, who I am satisfied, is one of the

members of the firm of  
the partnership named therein and he thereupon acknowledged that the said instrument made by the  
partnership and signed by him, was signed, sealed and delivered by him as such partner and is the voluntary  
act and deed of the partnership.

\_\_\_\_\_



ACKNOWLEDGMENT OF PRINCIPAL IF AN INDIVIDUAL

State of \_\_\_\_\_)

)SS:

County of \_\_\_\_\_)

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the subscriber, a \_\_\_\_\_ of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, who I am satisfied, is the person named \_\_\_\_\_ in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

\_\_\_\_\_

Affix acknowledgments of Sureties.

**7.3. VEHICLE DEDICATION AFFIDAVIT**

**AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } SS: BOROUGH OF NETCONG

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

\_\_\_\_\_ of the \_\_\_\_\_, and being duly sworn, I depose and say:

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

At all times during the performance of the collection contract, I agree to commit, for use only in the in the Borough of Netcong, 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 Netcong is not feasible, that the Borough of Netcong will not be responsible for disposal costs for waste generated outside the Borough of Netcong.

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

\_\_\_\_\_  
**Name of Firm or Individual Title**

\_\_\_\_\_  
**Signature Date**

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 2012.

Notary Public of

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

#### **7.4. INSURANCE REQUIREMENTS**

The successful Bidder shall procure and maintain, until acceptance by the Borough of the project, insurance for liability of the kinds and in the amounts hereinafter provided with insurance companies authorized to do business in the State of New Jersey. Before commencing the Work, the successful Bidder shall furnish a Certificate or Certificates of Insurance to the Borough to show compliance with the requirements. The documentation shall provide that the policies shall not be changed or canceled prior to thirty (30) days after notice has been given to the Borough. The Contractor shall be obligated to maintain the insurance and to renew policies as necessary. Furthermore, the Contractor shall provide evidence of the renewal of policies where required.

In the event the Contractor fails or refuses to renew its insurance policies, or the coverage is canceled, terminated, or modified so that the insurance does not meet the requirements of this Contract, the Borough may refuse to make payment or provide further monies due under this Contract, or refuse to make payments or provide further monies due under other Contracts between the Contractor and the Borough. The Borough in its sole discretion may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to herein. Ultimately, the Borough may default the Contractor and direct a surety to complete the project. During any period when the required insurance is not in effect, the Borough may suspend performance of the Contract. If the Contract is so suspended, no additional compensation or extension of time shall be due on account thereof.

All insurance required herein shall be maintained during the life of this Contract. Insurance coverage in the minimum amount set forth herein shall not be construed to relieve the contracting entity from liability in excess of such coverage, nor shall it preclude the Borough from taking such other actions as are available to it under provisions of this Contract or otherwise in the law. The Insurance Certificate shall include the designation as additional insureds of the Borough, and their professionals, their successors, officers, agents, employees, and servants. The various requisite types of insurance shall be written for not less than the statutory limits of liability or the limits of liability specified below, whichever coverage is greater:

- a. Comprehensive General Liability insurance shall be at least as broad as the standard, basic, unamended policy, endorsed to include broad form comprehensive liability coverage, in the following amounts:

Bodily Injury Liability - one million dollars (\$1,000,000.00) per occurrence; two million dollars (2,000,000.000) aggregate.

Property Damage Liability -one million dollars (\$1,000,000.00) per occurrence; two million dollars (2,000,000.000) aggregate.

- b. Comprehensive Automobile Liability, included owned, hired, and non-owned vehicles, in the following amounts:

Bodily injury liability and property damage liability in the combined single limit, one million dollars (\$1,000,000.00);

c. Excess Liability in the umbrella form at the combined single limit of not less than one million dollars (\$1,000,000.00).

d. Workers Compensation and Employers' Liability Insurance is required to be provided in accordance with the Laws of the State of New Jersey and to include an 'All States' Endorsement to extend coverage to any State which may be interpreted to have legal jurisdiction. The Employers' Liability Insurance is to have a limit of not less than one hundred thousand dollars (\$100,000.00) per occurrence.

e. Contracts which involve work on a physical structure on-site shall require the successful Bidder to purchase and maintain insurance upon the Work at the site in an amount equal to the total bid price for completed construction, said insurance to be in the form of Builders All Risk coverage or equivalent and to ensure against the following risks: losses due to fire, theft, vandalism and malicious mischief, collapse, and water damage; to provide for damage, losses, and expenses rising out of any insured loss or incurred in the replacement or repair of any insured property; including but not limited to fees and charges of engineers, architects, attorneys, and/or other professionals.

The Contractor shall purchase and maintain similar property insurance on portions of the Work stored on or off-site or in transit when such portions of the Work are to be included in an application for payment.



## **ATTACHMENT #1**

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

P.L. 1975, C. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE

#### **PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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.

The contractor and 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).

**ATTACHMENT #2**

**BOROUGH OF NETCONG - August 2006  
MUNICIPAL DATA**

**Residential Sources:**

a.	Single Family	794
b.	Multi-Family	70
c.	Apartment/Condominiums	<u>79*</u>
	Total	943

Containers - All solid waste generated by residential sources is placed at the curb for collection in garbage cans or bags.

\* Netcong Heights (approximately 426 units) presently maintains a private contract for garbage collection services and is not included at this time.

**Commercial Sources:**

Total 82

Containers - All solid waste generated by commercial and industrial sources is placed at the curb for collection in garbage cans or bags.

**Institutional Sources:**

None

**Municipal Sources:**

a.	Litter Baskets	18
b.	Dumpsters	<u>5</u>
	Total	23

		<u>No.</u>	<u>Type</u>
Dumpsters -	Municipal Building	1	1 yard
	DPW Garage	1	3 yard
	Recycling Center	1	3 yard
	Firehouse No. 1	1	1 yard
	Firehouse No. 2	1	3 yard

**Population:** 3,236 estimated as of the 2000 Census

**Area:** Approximately .90 square miles

**Total Road Miles:** Approximately 26 miles of road

**Tonnage Report:** 2009

- a. Solid Waste - Type 10, Approximately 1,200 tons
- b. Recyclable White Goods - Approximately 6 tons