

**INVITATION TO BID
NOTICE TO BIDDERS
PILESGROVE TOWNSHIP**

Notice is hereby given that sealed bids will be received by the Township of Pilesgrove for "Furnishing Solid Waste Disposal Service" for the Township of Pilesgrove, in the Township of Pilesgrove, County of Salem, State of New Jersey, opened and read in public at the Municipal Building, 1180 Route 40, Pilesgrove, NJ 08098 on May 4, 2017 at 11:00 a.m., prevailing time.

Bids are being solicited for a contract which includes the furnishing of roll-off containers, hauling and disposal of solid waste collected at the container site located at the Pilesgrove Township Convenience Center, 10 Williams Road, Pilesgrove, New Jersey.

Specifications and forms of bids for the proposed Work, prepared by the Township, are on file in the office of the Township Clerk at 1180 Route 40, Pilesgrove New Jersey, posted on the Township website and may be inspected by prospective bidders during business hours. Bidders will be furnished with a copy of the Specifications by the Township Clerk on proper notice and prepayment of a \$10.00 non-refundable fee for the cost of preparation, plus \$5.00 postage and handling if mailed. Bids must be made on standard proposal forms in the manner designated therein required by the Specifications, must be enclosed in sealed envelopes bearing the name and address of bidder and name of project on outside and addressed to the Township Committee of Pilesgrove, must be accompanied by a copy of the Contractor's New Jersey Business Registration Certificate, a Non-Collusion Affidavit and a Certified Check or Bid Bond for not less than ten percent (10%) of the amount bid, provided said check need not be more than \$20,000 nor shall not be less than \$500 and be delivered at the place on or before the hour named above. All bid guarantees shall be accompanied by an executed consent from an approved surety company, licensed to conduct business in the State of New Jersey, agreeing to furnish the required performance bond upon the award of contract. The proposal form and the Non-Collusion Affidavit are attached to the Specifications, copies of which will be furnished on application to the Township.

The accepted bidder must sign the contract within ten (10) days after the Notice of Award or forfeit his bid security. Bid securities will be returned to all but the three apparent lowest responsible bidders. All other bid securities will be returned within three days after awarding and signing of the contract and approval of the Contractor's Performance Bond.

This contract is subject to the provisions of the New Jersey Local Public Contract Law, N.J.S.A. 40A:11-1, et. Seq.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, Affirmative Action Regulations, and must submit an Affirmative Action plan approved by the State Treasurer before a Contract may be awarded and proof of such plan to be submitted with bid, if required.

The Contractor is further notified that he must comply with the requirement of P.L. 1977, Chapter 33 and submit a Disclosure Statement listing stockholders with his bid.

The Township Committee of the Township of Pilesgrove reserves the right to reject any or all bids either in whole or in part and also to waive any informality in any bid or bids so received.

The award of the contract shall be made subject to the necessary monies to do the work being provided by the municipality in a lawful manner. The award shall further be subject to the securing of any necessary State, Federal or Local permits governing the work.

By order of the Township Committee of the Township of Pilesgrove.

Maureen R. Abdill, Clerk
Pilesgrove Township

INSTRUCTIONS TO BIDDERS

In order to clarify and inform the contractor of certain conditions that exist, the following items are listed for his information, including those as per advertisement:

1. IDENTIFICATION OF PRINCIPAL PARTIES

OWNER: Township of Pilesgrove
1180 Route 40
Pilesgrove, New Jersey 08098

Superintendent of Public Works for the Township of Pilesgrove:
Russell M. English
1180 Route 40
Pilesgrove, New Jersey 08098

2. SITE INSPECTIONS

It is expected that the contractor and any sub-contractor will visit the proposed site of the container area to inspect the conditions as existing. The contractor will accept the conditions of the site as he finds them and make all provisions for his work unless otherwise stated, without assistance for the Owner.

3. PROPOSAL PREPARATION

All proposals must be submitted on the "Forms of Proposal". All blank spaces for bid prices must be filled in, if applicable, using typewriter or printed in ink. Bids must be submitted in sealed envelopes bearing on the outside proper identification as stated:

For: Solid Waste Disposal Service
To: Township of Pilesgrove
By: _____

4. DELIVERY OF BIDS

- A. If bids are delivered by mail, the sealed envelope containing the proposal, properly marked itself, must be enclosed in another envelope with the addressed identification repeated.
- B. The Owner will not be responsible for mailed proposals except for those sent by registered mail.
- C. No faxed or telephone bids are acceptable.

5. BID DUE

Sealed bids shall be delivered to the Pilesgrove Township Clerk by the designated time and place for the opening bids.

6. BID OPENING

Bid opening will be public, in the Township Municipal Building meeting room, with results given to bidders by mail within three (3) days after bids are opened.

7. INVESTIGATIONS

The Owner may make investigations as it deems necessary, to determine the ability of the bidder to perform the work and, if requested, bidder will furnish this additional information.

8. QUESTIONS ON DOCUMENTS

- A. Any questions or clarifications concerning work must be asked of the Superintendent of Public Works four (4) days before bid due date to allow the Township Clerk to mail out Addenda to all contractors, if necessary.
- B. Questions of a technical nature may be asked directly to the Superintendent of Public Works in reference to their work.
- C. The Township will not give verbal bidding instructions; they will only receive questions for written Addenda for answers to be mailed out by the Township Clerk.
- D. All bidders will receive equal information with respect to additions or deletions in the form of Addenda.
- E. Only calls received between 8:30 a.m. – 3:30 p.m. will be considered.

9. FORM OF CONTRACT

To be prepared by the Township Clerk.

10. RIGHT OF OWNER TO REJECT BIDS

The right is reserved, as the interest of the Owner may require, to reject any and all bids, to waive any informality in bids received. The decisions of the Owner as to the bidder or bidders selected will be conclusive; conditional bids will not be accepted.

11. BID SECURITY (BID BOND)

- A. Each bid must be accompanied by cash or certified check from the bidder in an amount of 10% of the base bid or \$1,000.00, whichever is greater. In substitution for a certified check, a bid bond will be acceptable, duly executed by the bidder as principal, and having as surety thereof a surety company or companies approved by the State.

- B. Such check, cash or bonds will be returned to all except the three (3) lowest bidders within three (3) days after the formal opening of the bids and the remaining cash, bonds or check will be returned to the three (3) lowest bidders within 48 hours after the Owner and accepted bidder have executed the contract. If no contract has been so executed within 60 days after the date of opening of bids, the bid bond will be returned upon request of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid. Attorney-in-fact who signs the bonds or contract bonds must file with each bond, a certified copy of their power of attorney to sign said bonds and they must also file a financial statement of the surety company.
- C. The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bond.

12. PERFORMANCE BOND

Simultaneously with his delivery of the executed contract, the successful bidder will be required to deliver to the Owner, evidence of an executed Performance Bond, in the amount of 100% of the accepted total bid as security for the faithful performance of the contract having as surety thereon. The Uniform Bid Specifications (N.J.A.C. 7:26H-6.9) requires the successful bidder to provide a one-year performance bond for each succeeding year of the multi-year contract. Each new bond must be delivered no less than 120 days prior to the expiration/termination of the current bond. Such surety company or companies as are acceptable on bonds approved by the Solicitor of the Township of Pilesgrove. The cost of this bond will be included in the bid.

13. DURATION OF BIDS

Bids shall be good for thirty (30) days beyond bid due date. (Contractor will hold proposal bid value without increase for 30 days).

14. COMPLIANCE WITH LAWS

The contractor shall conduct operations under this contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the contractor where there exists conflicting ordinances of the Township on the subject.

15. NONDISCRIMINATION

The contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin, ancestry, marital or political status, affectional or sexual orientation, domestic partnership status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States Armed Forces and/or any other characteristic protected by law.

16. INDEMNITY

The contractor will indemnify and save harmless the Township, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent resulting from a willful or negligent act or omission of contractor, its officers, agents, servants

and employees in the performance of this contract; provided, however, that the contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys fees arising out of the award of this contract or a willful or negligent act or omission of the Township, its officers, agents, servants and employees.

17. LICENSES AND TAXES

The contractor shall obtain all licenses and permits (other than the license and permit granted by the contractor) and promptly pay all taxes required by the regulating agencies. The successful bidder must provide a valid New Jersey Business Registration Certificate prior to execution of the contract.

18. INSURANCE

The contractor shall at all times during the contract period maintain in full force and effect Employer's Liability, Workmen's Compensation, General Liability and Property Damage insurance, including contractual liability coverage for the provisions of Section 16. All insurance shall be by insurers and for policy limits acceptable to the Township before commencement of work hereunder. The Contractor agrees to furnish the Township certificates of insurance or other evidence satisfactory to the Township to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the Insured for who this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of the contract, the contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000
Bodily Injury Liability (Except Automobile)	\$ 500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability (Except Automobile)	\$ 500,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$ 500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$ 500,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance. The coverage may be provided by the contractor's parent corporation.

19. GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED

The services to be performed under the contract include the furnishing of roll-off containers, hauling and disposal of solid waste collected at the container site located at the Pilesgrove Township Convenience Center, 10 Williams Road, Pilesgrove, New Jersey. The containers to be provided by the contractor shall be forty (40) cubic yard. The contractor shall provide at least eight (8) containers, complete with tarp covers at all times at the Convenience Center for use by the Township. The contractor shall be responsible for pick up and return of the containers, when directed by the Township Public Works Superintendent or other designated employee.

Each container provided by the contractor must be numbered to facilitate accuracy when a request for pick up is made by the Township. Four (4) of the containers shall be used for ongoing daily operation of the Convenience Center.

At least two (2) of the daily containers on site shall be empty at the beginning of each day of operation. At all times, at least one (1) of the daily containers on site shall be at least partly empty. No full containers shall remain on site more than 24 hours after notification to contractor with the exception of Saturday.

The daily waste containers must be picked up, hauled and emptied at the Salem County Improvement Authority Landfill in Alloway Township, Salem County, New Jersey. The contractor must be preregistered by the landfill operator and follow all rules and regulations governing the use of that facility.

The four (4) remaining containers shall be used exclusively for recycling materials. After placing said recycling containers on site, they will remain until they are full and/or the Township Public Works Superintendent or designated employee notifies the contractor to pick up and deliver same to a specified recycling facility. Upon emptying the container(s) at said recycling facility, the container(s) will be immediately returned to the Convenience Center to be used for the ongoing temporary storage of recycling materials until the contractor is requested to remove same.

ITEM NUMBER ONE

The contractor's unit bid price shall be for providing the 40 cubic yard open top, tarp covered containers, hauling, handling and emptying the containers at the designated landfill site. The bid price shall exclude any tipping fee levied at the disposal facility. The contractor will not be responsible for any tipping fees.

ITEM NUMBER TWO

The Contractor's unit bid price shall be for providing the four (4) 40 cubic yard open top, tarp covered containers, hauling, handling and emptying the containers at a then to be designated, by the Township, recycling facility located within a 25 air mile radius from the Township Convenience Center. The bid price shall exclude any tipping fees levied at the recycling facility. The Contractor will not be responsible for any tipping fees. Any market or recycling facility designated by the Township must supply a breakdown on the percentages of the commingled contents to the Township.

A system of record keeping and delivery tickets will be agreed upon between the Contractor, the Township of Pilesgrove and the Salem County Utilities Authority to account for the volume of trash hauled under this contract. The Township of Pilesgrove reserves the right to award a contract for either Item Number One or Item Number Two or both depending upon the need of the Township.

The contract shall be awarded at the sole discretion of the Township for a one year period, two year period or three year period at the unit prices bid for each respective year of said contract. However, the Township of Pilesgrove reserves the right to terminate the contract at any time upon thirty (30) days notice to the Contractor in writing.

The Contractor shall be responsible for any documentation and paper track as may be required in connection with the handling and/or disposal of the solid waste as stipulated by the Township of Pilesgrove or other appropriate authority.

20. FUEL COST AJDUSTMENT

Cost to be based on fuel costs of \$2.75 per gallon for diesel with quarterly adjustments when the cost goes up by \$0.10 or more per gallon and decreases when the cost goes down by \$0.10 per gallon or more, in \$0.10 increments. The Contractor will submit to the Township on a monthly basis copies of all fuel costs associated with the hauling of containers for the Township of Pilesgrove. Upon review and approval by the Township Committee of the Township of Pilesgrove, the adjustment shall take effect on the 1st day of month following the approval by the Township Committee.

21. BIDDER QUALIFICATIONS

The Township of Pilesgrove Shall not award the contact to any bidder who does not furnish satisfactory evidence that he has the equipment, ability and experience, and sufficient capital and plant resources to enable the fulfillment of the contract as required.

22. ITEMS AND COMPARISON OF BIDS

Since the Proposal is comprised of a single item of work without an estimated quality, the bids will be compared only on the unit price bid. The contract will be awarded based on the lowest unit price bid, provided the Bidder qualifies to perform the required service.

23. METHOD OF PAYMENT

The Contractor shall submit a billing to the Township of Pilesgrove, on a monthly basis, showing the number of containers of waste and/or recycling materials actually removed from the Township Convenience Center at the unit price bid for this service.

Each container removed shall be considered forty (40) cubic yards without further measurement and regardless of billing methods used at the receiving disposal or recycling facility.

The Township of Pilesgrove shall maintain records of the containers removed from the Township Convenience Center by the Contractor. The Township records shall be the sole determining factor of the number of containers removed for payment. Payment to the Contractor will be made on a monthly basis after review and concurrence with the Contractor's billing.

24. HOURS OF OPERATION

The Township will allow waste to be deposited in the containers by residents of the Township during the hours of 10:00 a.m. to 6:00 p.m. on Wednesday and Friday and 9:00 a.m. to 5:00 p.m. on Tuesday and Saturday. The Township anticipates that the days of operation for use of the containers will be Tuesday, Wednesday, Friday and Saturday, for a total of four (4) days a week. The Township reserves the right to increase or decrease the hours and days of operation of the Township Convenience Center at any time during the term of the contract. The exact schedule for days of operation may also vary due to holidays, inclement weather, emergencies or else as deemed to be in the interest of the Township.

PROCUREMENT AND SERVICES CONTACTS

Please complete this questionnaire in the event that you or your firm is awarded this contract.

If the contract is awarded to you, the necessary forms based on the information in your questionnaire will be sent to you. The forms must be completed and returned within seven (7) working days of notification of award to you.

1. Our Company has an Approved Federal Affirmative Action Plan

_____ Yes _____ No

- A. If yes, submit a copy of said approval.
- B. If no, submit a copy of the State of New Jersey certificate approval.
- C. I do not have A or B noted above. Please send:

Form AA-302 Affirmative Action Employee Information Report – Exhibit A
Form AA-201 Initial Project Manning Report Construction – Exhibit B

I certify that the above information is correct to the best of my knowledge:

NAME _____

SIGNATURE _____

TITLE _____

TELEPHONE NO. _____

ADDRESS _____

DATE _____

Contractor: Please complete and sign this form and return to:

TOWNSHIP OF PILESGROVE
Maureen R. Abdill, Clerk
1180 Route 40
Pilesgrove, NJ 08098