

**BOROUGH OF VICTORY GARDENS  
UNIFORM BID SPECIFICATIONS**

**SOLID WASTE  
[AND RECYCLABLE MATERIALS]  
COLLECTION SERVICE**

**FOR PERIOD OF APRIL 1, 2027 THROUGH MARCH 31, 2032**

**1. INSTRUCTIONS TO BIDDERS**

**1.1 THE BID**

The **BOROUGH OF VICTORY GARDENS** is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a period of five years, to commence on **April 1, 2027** and ending on **March 31, 2032**, 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 addends 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 *a newspaper of general circulation published in this State*.

**1.3 BID OPENING**

All bid proposals will be publicly opened and read by the Borough Clerk of the Borough of Victory Gardens, in the County of Morris, State of New Jersey, 337 South Salem Street, Victory Gardens, New Jersey at **6:00 P.M. on Tuesday, 10/13/2026**. Bids must be delivered by hand or by mail to the Borough Clerk of the Borough of Victory Gardens no later than **3:00 P.M. on Tuesday, 10/13/2026**. 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. The Bidder is fully aware of the Uniform Bid Specifications set forth in the N.J.A.C. 7:26H-7 et. sec.

**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:

FEINTUCH PORWICH & FEINTUCH  
Attorneys at Law  
591 SUNNIT AVENUE, SUITE 500  
JERSEY CITY, NJ 07306  
(201) 656 8600

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 Victory Gardens**;
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 "[promissory note]" "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 exercises functions where are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work of the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

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

"Designated collected solid waste" means solid waste type 10 Residential waste as defined at N.J.A.C. 7.26-2.13. 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.

"Designated Recyclable Material" means materials legally designated by the Mayor and Council of the Borough of Victory Gardens to be removed from the Solid Waste of its residents for recycling purposes. These materials are glass bottles (all colors); mixed paper products; all plastics including pourable bottles coded 1 or 2; newspapers and magazines; steel and aluminum cans; steel lids from bottles, jars and paint cans.

"Disposal facility" means those sites designated in the **Morris County Solid Waste Management Plan** for use by the Borough of Victory Gardens.

**THE CONTRACTOR AGREES THAT IT WILL USE ONLY THOSE FACILITIES THAT ARE AUTHORIZED IN THE MORRIS COUNTY SOLID WASTE MANAGEMENT PLAN TO ACCEPT THE TYPES OF WASTE THAT WILL BE COLLECTED PURSUANT TO THE CONTRACT.**

"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, including: **NEW YEAR'S DAY, MEMORIAL DAY, JULY FOURTH, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.**

"Legal newspaper" means the DAILY RECORD and *a newspaper of general circulation published in this State.*

"Proposal forms" means 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 described in Section IV herein. The service area(s) is (are) as follows:

#### **BOROUGH OF VICTORY GARDENS**

"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 Victory Gardens 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. This bid proposal does not contains option bids.

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 VICTORY GARDENS** in the amount of 10% of the highest aggregate **ONE-year** 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 Victory Gardens.

### **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 Mayor and 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 Mayor and 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. **The bidder is specifically directed to the requirements of N.J.S.A. 34:11-68.**

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

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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 VICTORY GARDENS agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

## **4. AWARD OF CONTRACT**

### **4.1 GENERALLY**

A. The Mayor and 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 Mayor and Council's decision, in writing, by certified mail.

B. The contract will be awarded to the bidder whose aggregate bid price for the contract

as set forth predicated upon the specifications established by the Mayor and Council and as set forth herein.

C. The Mayor and Council reserve 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 Mayor and Council reject all bids, the **Borough of Victory Gardens** 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 Victory Gardens** 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 Victory Gardens to declare the contractor non-responsive and to award the contract to the next lowest bidder.

#### **4.3 RESPONSIBLE BIDDER**

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

#### **4.4 PERFORMANCE BOND**

A. For a five (5) year contract, the successful bidder shall provide a five (5) 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 by no later than 10:00 A.M. prevailing time fourteen (14) days after the award of the bid to the successful bidder to the **Borough Clerk, Borough Hall, 337 South Salem Street, Victory Gardens, New Jersey 07801**

B. Failure to provide the required five (5) year performance bond at the time and place specified by the **Borough of Victory Gardens** shall be cause for assessment of damages as a result thereof in accordance with the provisions of this subchapter. In the event that the successful bidder fails to provide said performance bond, the Borough of Victory Gardens may award the contract to the next lowest responsible bidder or terminate the bid process and rebid the collection services in accordance with N.J.A.C. 26:H-6.7(d) and Section A above.

#### **4.5 AFFIRMATIVE ACTION REQUIREMENTS**

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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 Mayor and Council's intent to award any contract the contractor must submit one of the following to the contracting unit:

1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a 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 Victory Gardens** 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 Victory Gardens** 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 Victory Gardens** 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 figure set forth in the Proposal Form(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 Proposal 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 Mayor and Council may not award a contract until all tabulations are complete.



## **5. WORK SPECIFICATIONS**

5.1 The Contractor shall provide service for each Option awarded by the Mayor and Council. The Mayor and Council shall select one collection Option for the contract period of Five (5) Years in accordance with any of the option proposals submitted.

5.2 The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Borough of Victory Gardens as described below:

### **ENTIRE BOROUGH OF VICTORY GARDENS AS FOLLOWS:**

Collections shall be made once weekly on a day mutually agreed upon from approximately 300 self standing homes of which approximately 180 are single family and 120 are two family. In both instances (one family and two family homes) the receptacles are provided for by the occupants and are the usual and customary type receptacles.

Additionally, collections shall be made on the same mutually agreed upon from three multiple family complexes they being:

- A. Victory Hill East consisting of 120 units;
- B. Condominium complex consisting of 83 units; and
- C. Brook Run Apartments consisting of 80 units.

In each of the above (Victory Hill East, the Condominium complex and Brook Run Apartments), appropriate receptacles, sufficient for the needs of the sites (dumpsters or similar equipment) are to be provided by the contractor for deposit of trash and for the collection of same. The location of the appropriate receptacles shall be determined by the appropriate representative of the respective site. Additionally, recycling containers shall be supplied by the contractor and are to be located in a mutually acceptable location.

## **5.3 COLLECTIONS**

### **DESCRIPTION**

The following materials shall be collected on A ONCE A WEEK COLLECTION. The

Contractor may request the collection day to be changed with approval by the Borough of Victory Gardens.

A. Type 10 solid waste residential only, placed in receptacles or otherwise packaged, including, but not limited to plastic bags, for an orderly removal. This overall description is modified as follows: recyclables are picked up by borough personnel and the contractor picks up the recyclables at a site determined by the borough but within borough confines. Additionally, "cleanup" material is picked up with the normal and regular weekly cleanup. The contractor shall collect these recyclables from the municipal garage and make a quarterly report to the borough setting forth the tonnage of the recyclables picked up by the contractor. Further, the contractor will supply two (2) 30 yard containers. One container is for recyclables and one for cardboard and paper.

B. Included in the weekly pickup shall be large clean out items such as bed frames, mattresses, furniture, large rugs or other normal household items.

C. They shall not consist of any solid waste classified by state or federal regulations as hazardous, medical, industrial or food or animal waste. Also, they shall not consist of demolition debris (such as roofing material and siding, bricks, cement blocks, wall or framing materials, wiring, etc.) or such material from major household repairs or maintenance, vehicle batteries, parts or tires, filled or partially filled paint drums and pails or any other solid waste which will not be accepted by the landfill or transfer stations as TYPE 10 RESIDENTIAL WASTE.

D. Curbside collection from non-residential uses are not contemplated in this contract.

E. The Contractor will make pickup from curbside, except as noted herein. Pick up shall be once a week in accordance with the PICK UP SCHEDULE. The Contractor shall submit a list of holidays, if other than those given under "HOLIDAY" above, to the Borough Clerk prior to the commencement of the Contract indicating the alternative date immediately following the holiday for the pickup. No collection shall be uncollected for more than one (1) week. Recyclables shall be picked up at curbside by the Borough Department of Public Works.

Curbside collection shall be from Single and Double Family homes and multiple family dwellings as above set forth, borough hall and firehouse.

For bid purposes, except as set forth above, no special exceptions are to be assumed from curbside collection.

No curbside or other collection is to be made from any non-residential uses within the Borough.

## **THERE ARE NO OTHER OPTIONS AVAILABLE TO ANY BIDDER**

## **II. All costs and Fees to be paid by Contractor for above referred to services.**

### **A. Collection and Disposal Services as Noted above.**

1. The Contractor shall furnish, at its own expense all equipment, labor and vehicles used for garbage collection; removing and disposing of the garbage and trash specified.

2. The Contractor shall pay all costs and fees and tipping fees at the transfer stations or landfill including any State of New Jersey surcharge fees. Surcharge fees, will be paid directly by the Contractor, and the costs of same shall be borne by the Contractor and included in the bid.

3. In the event the Contractor shall, for any reason, experience a reduction in the cost of collection including but not limited to an Administrative Order of a regulatory body having jurisdiction over the collection of garbage, a reduction in tipping fees, use of another transfer station, landfill or other costs saving measures, the Contractor shall cause a credit to be given to the Borough of Victory Gardens toward the payments due under this Contract in an equivalent amount (on a pro-rata basis).

4. Any increase in tipping fees, or other increase in the cost of collection arising for any reason whatsoever shall be the sole responsibility of the Contractor.

## **III. General**

1. All vehicles used by the Contractor must be kept in good repair, be well painted and thoroughly clean and sanitary. They shall have the name and phone number of the Contractor permanently and prominently displayed on both sides of each vehicle.

2. The Contractor shall immediately clean up all garbage or brush which may spill onto the sidewalk or roadway during the collection operation.

3. No garbage or trash may be transferred from one vehicle to another nor is any collection vehicle permitted to stand idle within the Borough of Victory Gardens limits. The vehicles used for the collection operations must leave the Borough of Victory Gardens within one-half hour after the collection process by that vehicle is complete.

4. No vehicles used in the collection of garbage or trash shall be parked, unless legally permitted, overnight within the Borough of Victory Gardens.

## **5.4 CONTAINERS**

### **1. Solid Waste**

Except as noted herein:

a) Collection shall be made from covered, water tight, heavy duty metal or plastic containers of not more than thirty (30) gallons capacity, having a filled weight not to exceed fifty (50) pounds. The containers are owned by others and shall be treated as such by the Contractor and his employees. Each container shall be completely emptied and replaced in its proper position where found.

Containers damaged or made useless due to the negligence or carelessness of the Contractor or his employees shall be replaced by the Contractor. Heavy duty, thirty (30) gallon capacity garbage bags may be used instead of the container; however, residents may otherwise package their trash and garbage so that it may be removed in an orderly fashion.

b) For the purpose of this Contract, the Contractor shall assume a weekly collection of:

All trash and garbage including items listed in 5.3 above and placed curbside, or in the case of the condominium development and apartments, at locations determined by the condominium association and apartments landlord respectively.

## **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. and 4:00 P.M.

B. The following legal holidays are exempted from the waste collection schedule:

Legal Holiday means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including: **NEW YEAR'S DAY, MEMORIAL DAY, JULY FOURTH, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.**

## **5.6 SOLID WASTE DISPOSAL**

A. All solid waste collected within the Borough of Victory Gardens 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 a facility authorized by the Morris County Solid Waste Management Plan.

B. The Borough of Victory Gardens reserves the right to designate another disposal facility [or, if applicable, disposal facilities] in accordance with the MORRIS COUNTY Solid Waste

Management Plan and/or any waste flow orders or in the event that the designated Disposal Facility [or, if applicable, Disposal Facilities] is unable to accept waste. The Borough of Victory Gardens 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 Victory Gardens 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 A.M. and 4:30 P.M. The Borough of Victory Gardens shall list the Contractor's telephone number in the Telephone directory along with other listings for the Borough of Victory Gardens.

## **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 collection day. In those cases where collection is scheduled on a one collection per week basis, that collection will be made as soon as possible, but in no event later than the next scheduled collection day.

## **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 Victory Gardens.

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

## **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 Victory Gardens for the preceding calendar month (the "Billing Month").

B. The Borough of Victory Gardens shall pay all invoices within 30 days of receipt. The Borough of Victory Gardens will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of Victory Gardens shall have 30 days from the date of receipt of the corrected invoice to make payment. It is understood that in the event of a complaint by the Borough to the Contractor concerning the collection of trash and which the Contractor does not respond within a reasonable period of time then in that event the Borough reserves the right to unilaterally withhold a portion of the monthly payment until the problem is adjusted and further reserves the right to adjust the monthly payment accordingly.

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.

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. The invoices shall specify the number and type of vehicles used for collection in the Borough; 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. The Contractor may utilize a materials recovery facility for intermediate processing as long as the residue is disposed of in a manner consistent with N.J.A.C. 7:26-2B.9. In the event that the Contractor chooses to utilize a Materials Recovery Facility (MRF), the Contractor shall identify the MRF on the proposal forms.

#### **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, "[he or she shall be immediately suspended upon the demand of the Borough of Victory Gardens" "the Borough of Victory Gardens 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 Victory Gardens as an Additional Named insured indemnifying the Borough of Victory Gardens with respect to the Contractor's actions pursuant to the Contract.

#### **5.17 CERTIFICATES**

Upon notification by the Borough of Victory Gardens, 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 Victory Gardens from and against all claims, damages, losses and expenses including all reasonable expenses incurred by the Borough of Victory Gardens 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 CHECKLIST

- \_\_\_\_\_ 6.1 Certified photocopies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- \_\_\_\_\_ 6.2 Statement of bidder's qualifications, experience and financial ability.
- \_\_\_\_\_ 6.3 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 Victory Gardens.
- \_\_\_\_\_ 6.4 Stockholder statement of ownership.
- \_\_\_\_\_ 6.5 Non-collusion affidavit.
- \_\_\_\_\_ 6.6 Consent of surety.
- \_\_\_\_\_ 6.7 Proposal.
- \_\_\_\_\_ 6.8 Business Registration
- \_\_\_\_\_ 6.9 Business Entity Disclosure Statement
- \_\_\_\_\_ 7.0 Certification of Employee Information

\_\_\_\_\_  
Name of Firm or Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FEINTUCH PORWICH & FEINTUCH  
Attorneys at Law  
591 SUNNIT AVENUE, SUITE 500  
JERSEY CITY, NJ 07306  
(201) 656 8600

\_\_\_\_\_ 7.1 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 AN ORIGINAL COPY OF A-901 APPROVAL LETTER

\_\_\_\_\_ 7.2 Statement of Bidder's Qualifications, Experience and Financial Ability

**AFFIDAVIT OF BIDDER,**

STATE OF NEW JERSEY}

COUNTY OF MORRIS} SS:[SOLID WASTE COLLECTION, VICTORY GARDENS)

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

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Mayor and Council to award to the contract for solid waste collection [and recycling] 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 Victory Gardens 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 Mayor and 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 Victory Gardens, 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 Victory Gardens with any information necessary to verify the answers given.

\_\_\_\_\_  
Name of Firm or Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public of the State of

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 with as part of the Bid Proposal for solid waste collection and disposal for the Borough of Victory Gardens. 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 Governing Body 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 Governing Body 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;
- ©) 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 lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.

11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9 identify where the equipment can be inspected.

12. List the name and address of three credit or bank references.

13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection, and the financial statement or balance sheet of the bidder, certified by a certified public accountant.

14. Additional remarks.

#### **6.11 BID GUARANTY**

*TO BE ATTACHED*

#### **6.12 STOCKHOLDER STATEMENT OF OWNERSHIP**

*TO BE ATTACHED*

#### **6.13 NON-COLLUSION AFFIDAVIT**

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Attorneys at Law  
591 SUNNIT AVENUE, SUITE 500  
JERSEY CITY, NJ 07306  
(201) 656 8600

STATE OF NEW JERSEY}  
COUNTY OF               } SS.

I, \_\_\_\_\_, of the City of \_\_\_\_\_, in the  
State 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 otherwise taken 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 of Victory Gardens 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 \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of

My Commission expires on \_\_\_\_\_.

#### **6.14 Consent of Surety**

*TO BE ATTACHED*

FEINTUCH PORWICH & FEINTUCH  
Attorneys at Law  
591 SUNNIT AVENUE, SUITE 500  
JERSEY CITY, NJ 07306  
(201) 656 8600

## 6.15 Proposal

Proposal for Solid Waste Collection beginning April 1, 2027 and ending on March 31, 2032.

(Name of Contracting Unit)

I or We \_\_\_\_\_ of \_\_\_\_\_  
hereby agree to provide complete performance in accordance with the Contract and Specifications  
for the Prices on the Proposal Sheets.

NOTE: **There are no options.**

\_\_\_\_\_  
Signature

Affix seal if a corporation

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### 6.8.1 PROPOSAL ( NO OPTIONS)

THE CONTRACTING UNIT SHALL LIST, BY WASTE TYPE, THE NUMBER OF COLLECTIONS PER WEEK, MONTH AND THE SOURCE, IF OTHER SERVICES ARE TO BE INCLUDED, THEY SHOULD BE LISTED BELOW.

One (1) day collection of solid waste per week from residential an municipal sources.

|           | SOLID WASTE | RECYCLABLE MATERIALS | ADDITIONAL SERVICE |
|-----------|-------------|----------------------|--------------------|
| Year 1 \$ | \$          | \$                   | \$                 |
| Year 2 \$ | \$          | \$                   | \$                 |
| Year 3 \$ | \$          | \$                   | \$                 |
| Year 4 \$ | \$          | \$                   | \$                 |
| Year 5 \$ | \$          | \$                   | \$                 |
| Total \$  | \$          | \$                   | \$                 |

Total cost for all services for all five years: \$

Waste Directed to: \_\_\_\_\_  
\_\_\_\_\_

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Attorneys at Law  
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JERSEY CITY, NJ 07306  
(201) 656 8600



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6.8.2 Not Applicable

7. CONTRACT DOCUMENTS

7.1 CONTRACT

Form supplied by Contracting Unit

7.2 PERFORMANCE BOND

7.3 VEHICLE DEDICATION AFFIDAVIT

**AFFIDAVIT**

FEINTUCH PORWICH & FEINTUCH  
Attorneys at Law  
591 SUNNIT AVENUE, SUITE 500  
JERSEY CITY, NJ 07306  
(201) 656 8600

STATE OF NEW JERSEY }  
COUNTY OF       }       SS:   VICTORY GARDENS

I, \_\_\_\_\_, am the \_\_\_\_\_ (Name of Affiant)  
(Identify relationship to Bidder; Owner, President, or other corporate officer),

\_\_\_\_\_ and being duly sworn depose and say:

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

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

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

\_\_\_\_\_  
Name of Firm or Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of

My Commission expires on \_\_\_\_\_.

#### 7.4     CERTIFICATE OF INSURANCE

#### 7.5     AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

FEINTUCH PORWICH & FEINTUCH  
Attorneys at Law  
591 SUNNIT AVENUE, SUITE 500  
JERSEY CITY, NJ 07306  
(201) 656 8600

COUNTY OF     }                   SS:

I,                   , of the City of                   , in the State of                   being  
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 will comply  
with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply  
with the provisions of Public Law 1975, Chapter 127.

\_\_\_\_\_  
Name of Firm or Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me this  
\_\_\_\_\_day of     20

\_\_\_\_\_  
Notary Public of

My Commission expires on \_\_\_\_\_

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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 employees 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 or subcontractor 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 investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

## ATTACHMENT #2

### (CONTRACTING UNIT)-(MONTH/YEAR) MUNICIPAL DATA

#### **RESIDENTIAL SOURCES:**

|                        |             |
|------------------------|-------------|
| Single family          | [180 UNITS] |
| Double family          | [120 UNITS] |
| Multi-family           | [ -0-UNITS] |
| Apartment/Condominiums | [280 UNITS] |
| [OTHER]                | [-0- UNITS] |
| Total                  | [580 UNITS] |

Containers {sufficient enough to meet the needs of the units set forth in paragraph 5.2 above).

#### **COMMERCIAL SOURCES:**

|       |             |
|-------|-------------|
| Total | [-0- UNITS] |
|-------|-------------|

Containers {NOT APPLICABLE)

#### **INSTITUTIONAL SOURCES:**

|         |             |
|---------|-------------|
| Schools | [-0- UNITS] |
| [OTHER] | [-0- UNITS] |
| Total   | [-0- UNITS] |

Containers {NOT APPLICABLE)

#### **MUNICIPAL SOURCES:**

|                     |             |
|---------------------|-------------|
| Municipal buildings | [-2- UNITS] |
| Litter baskets      | [-0- UNITS] |
| [OTHER]             | [-0- UNITS] |
| Total               | [-2- UNITS] |

Container: RECEPTACLES SUFFICIENT ENOUGH TO HOLD RECYCLABLES  
WHICH ARE COLLECTED FROM RESIDENTIAL SOURCES BY THE  
BOROUGH

**POPULATION:** The population of Victory Gardens is approximately 1500 persons. There has been no change of any consequence in this number over the past 5 years and there is no expectation of any increase over the term of this Contract. There are no seasonal fluctuations in the number of residents.

AREA: Victory Gardens is composed of approximately 99 acres, less than 1 square mile.

TOTAL ROAD MILES: There are approximately 3 miles of roadway.

TONNAGE REPORT

Solid waste for calendar year : approximately tons. Recyclable material is commingled and the approximate amount collected for calendar year was approximately 57.2 tons.

This information was been submitted to Victory Gardens by the current carter. No representation is made as to the accuracy of these numbers by the Borough of Victory Gardens.

