



Borough of Wanaque
Passaic County, New Jersey

Notice to Bidders
Specifications, Proposal and Contract

For

**DISPOSAL OF SOLID WASTE
TYPE 10 & TYPE 13**

~ BID OPENING ~

Advertisement Date: December 4, 2024

Return Date: February 4, 2025

TIME: 11:00 AM

Council Chambers
Wanaque Borough Hall
579 Ringwood Avenue, Wanaque, NJ 07465

NOTICE TO BIDDERS

Sealed bid proposals will be received by the Borough of Wanaque, in the second floor Council Chambers, located at the Borough Hall, 579 Ringwood Avenue, Wanaque, New Jersey, February 4, 2025, at 11:00 AM, prevailing time, for the provision of:

DISPOSAL OF SOLID WASTE TYPE 10 & TYPE 13

Prices quoted must be net and exclusive of all federal, state, and local sales and excise taxes. Bids may be submitted in person or by mail. The Borough assumes no responsibility for loss or non-delivery of any bid sent to it prior to the bid opening.

Specifications and bid forms may be obtained from Borough Clerk's Office, Borough of Wanaque, 579 Ringwood Avenue, Wanaque, New Jersey, between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, excluding legal holidays, on or after December 4, 2024 or online at: www.wanaqueborough.com

All bids must be enclosed in a sealed envelope with the name of the bidder thereon and endorsed, with "**Disposal of Solid Waste Type 10 & Type 13**", and must be accompanied by a guarantee, by certified check, cashier's check or bid bond, drawn to the order of the Borough of Wanaque for ten percent (10%) of the Proposal or \$20,000.00, whichever is less; a Consent of Surety, a Statement of Responsibility; a Non-Collusion Affidavit; and an Individual, Corporation or Partnership Statement. Any award or awards may be made at a later or subsequent time or meeting of the Council.

Proposals submitted by Bidders and/or Bidder's Insurance Company(ies) not chartered in the State of New Jersey, must be accompanied by proper certificate(s) from the Secretary of State, indicating that such Bidders, Bidder's Insurance Company(ies), and/or Surety Company(ies) is (are) authorized to do business in the State of New Jersey. All Business organizations, Bidders and Request for Proposals are referred to N.J.S.A. 52:32-44 which imposes certain requirements upon a business competing for, or entering into a contract with a State Agency. The law provides that a copy of the Business Registration Certificate issued by the New Jersey Department of Treasury shall be provided prior to the contract being signed. Information on how a business can obtain a certificate or to register on line can be located on the internet at <https://www.nj.gov/treasury/revenue/busregcert.shtml> or by phone (609) 292-1730, Department of the Treasury, Division of Revenue. This bid is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5.

The Borough of Wanaque reserves the right to reject bids pursuant to applicable law, to waive any informalities or to accept a bid which, in its judgment best serves the interest of the Borough. No bids may be withdrawn for a period of sixty (60) days after the date and time set for the opening of bids. The Borough and Bidder may agree to hold bids for consideration for a longer period of time in accordance with 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 NJAC 17:27" A complete statement as to these requirements is included in the specifications.

Paul M. Carelli
Borough Administrator

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GENERAL INSTRUCTIONS

It is the purpose of these General Conditions and Instructions to establish an understanding of the intent of the Borough of Wanaque in contracting the following equipment, services and/or materials:

DISPOSAL OF SOLID WASTE TYPE 10 & TYPE 13

Bidders shall be responsible to carefully examine the specifications enclosed herewith as well as the conditions of the bid. Failure to comply with any section of this invitation/notice may be deemed just cause for rejection of the bid as being non-responsive and not meeting specifications.

Plans and/or specifications may be reviewed and/or acquired at the Borough Clerk's office during normal business hours.

Sealed Proposals will be received at the location and on the date and time stated in the Notice to Bidders, and at that time opened and publicly read aloud. No bids will be accepted beyond the time specified. The Borough takes no responsibility for the receipt of bids through the U.S. Postal Service or other courier services.

A) PREPARATION OF BID PROPOSAL

1. Bid Submission

All bids must be submitted on the Proposal forms furnished herein and must be enclosed in a sealed opaque envelope, with the name of the bidder and the name of the project plainly and clearly marked on the outside as follows:

MAIL OR HAND DELIVER TO:

Borough of Wanaque
Borough Clerk
579 Ringwood venue
Wanaque, N.J. 07465

Proposal For:

DISPOSAL OF SOLID WASTE TYPE 10 & TYPE 13

Submitted By: _____

(Name of Bidder)

2. Bid Opening

At the time fixed, bids will be opened and read publicly. All bidders or their authorized representatives are invited to be present.

Hour: 11:00 AM
Date: February 4, 2025
Location: Wanaque Borough Hall, 579 Ringwood Avenue,
Wanaque, New Jersey 07506

3. Bid Completion

All blank spaces shall be properly and legibly filled in with ink or typed. Erasures or other changes in the bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, or any item not called for in the Proposal, or irregularities of any kind, may be cause for rejection by the Borough. Bidders may bid on any or all items or categories in this bid, unless other stipulations are made in the specifications.

4. Conditional Bids

Conditional bids will not be accepted.

5. Time to Award Contract

Bids are to remain firm for a period of not less than sixty (60) days. Award or rejection of bids will be made within this period.

6. Withdrawal of Bids

Any bid may be withdrawn on written request received from a bidder prior to the time fixed for the bid opening. No right to withdraw a bid shall exist after the time specified for opening of bids has arrived, or for sixty (60) days thereafter. The written request shall be signed by the bidder.

7. Comparison of Bid Prices

Prices must be submitted in accordance with the terms of the Proposal Form and Proposal Price Summary made a part of this bid packet. Prices will be reviewed in accordance with the methodology set forth on those forms.

8. Tax Exemption

Prices quoted in all bids shall include delivery (FOB destination) and be exclusive of all Federal, State or local taxes, from which the Borough is exempt.

9. Term of Contract

The term of the contract will be either (3) years or five (5) years approximate beginning on or about March 1, 2025 and ending December 31, 2027 (3 Year Term) or December 31, 2029 (5 Year Term).

10. Right to Reject Bids

The Borough of Wanaque reserves the right to reject bids pursuant to applicable law, to award in whole or in part, to waive immaterial defect or informality in any bid, or to accept substitutes of equal or better quality, where it is deemed to be in the best interest of the Borough to do so.

11. Right to Change Quantities

The Borough of Wanaque reserves the right to increase or decrease the specified quantities or to substitute locations other than those designated or to omit part of the project for legal reasons or where, in the opinion of the Administrator or designated representative, the weather conditions do not permit carrying out of the operations in a satisfactory manner.

If any part is so withdrawn by the Borough of Wanaque, the Contractor shall have no claim for loss incurred by him for commitments made by him in anticipation of the work contemplated, or for work done prior to his having been authorized to proceed therewith.

12. U.S. Manufactured Products

In accordance with N.J.S.A. 40A:11-18, only products manufactured or farmed in the United States, whenever available, shall be used in connection with this Contract.

13. Return of Proposal Guarantee

The Proposal guarantee of all bidders except the three (3) apparent lowest responsible bidders, will be returned within ten (10) days after the opening of the bids, Sundays and Holidays excepted. The Proposal guarantee of the remaining unsuccessful bidders will be returned within three (3) days, Sundays and Holidays excepted, after award of a Contract and approval of the Contractor's performance bond.

14. Use of Proposal Guarantee as Liquidated Damages

All deposits made with bids hereon shall be returned to the person making the same as soon as the three lowest responsible bidders are selected (except those deposits made by the lowest responsible bidders) but, in any event, within thirty days after receipt of bids. If the bidder to whom the award is made shall fail to execute the Contract and furnish the required bond or security for the performance of the Contract within ten (10) days, the award shall be vacated and the deposit forfeited as liquidated damages.

15. Required Signatures

The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on the Proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the Contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State.

16. Technical Questions

Any technical questions should be addressed via email to:

Paul M. Carelli, Business Administrator

pcarelli@wanaqueborough.com

The answers to all technical questions submitted by prospective bidders will be shared via email with all prospective bidders who have picked up bid packages.

B) BID REVIEW CRITERIA

1. Qualifications of Bidder

The Borough reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and the bidder shall furnish to the Borough all such information and data for this purpose as the Borough may request. The Borough reserves the right to reject any and all bids if the evidence submitted by or investigation of such bidder fails to satisfy the Borough that such bidder is properly qualified to carry out the obligations of the Contract and complete the work contemplated therein.

C) FORMS / DOCUMENTS TO BE SUBMITTED WITH BID

- **Consent of Surety Form**

Each proposal shall be accompanied by a Consent of Surety from an approved surety company licensed to conduct business in the State of New Jersey, agreeing to furnish the required performance bond upon award of the contract. Proposals submitted without a Consent of Surety shall be rejected for lack thereof. Bidders, Insurance Companies and/or Surety Companies not chartered in the State of New Jersey, the Proposal must be accompanied by proper certification from the Secretary of State, indicating that such individuals, partnerships, and/or corporations are licensed to do business in the State of New Jersey. The Consent of Surety shall be in the form attached hereto. ***No other form is acceptable to the Borough.***

- **Bid Guarantee**

Each proposal shall be accompanied by a security deposit in the amount of 10% of the Proposal or \$20,000.00, whichever is less in the form of a certified check, cashier's check, or bid bond duly executed by the bidder as Principal. In the event a bid bond is utilized, a surety company licensed to do business in the State of New Jersey shall execute the same. The certified check, cashier's check, or bid bond shall be drawn to the Borough of Wanaque. The certified check, cashier's check, or bid bond will be held by the Borough of Wanaque as a guarantee that in the event the bid is accepted

and a contract awarded to the bidder, the contract will be executed, and its performance duly secured by the required performance surety bonds. Security will be held for the duration of the Contract and refundable upon satisfactory performance of the contract. In the event a bid bond is utilized, the form attached hereto and made a part hereof shall be utilized. ***No other form is acceptable to the Borough.***

- Statement of Ownership Disclosure

In accordance with P.L. 2977, Chapter 33, all bidders shall submit with the bid a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the partnership, who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own 10 % or greater interest therein, as the case may be. If a stockholder is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in the partnership, as the case may be, shall also be listed. Please use the attached form to comply with this requirement. ***No other form is acceptable to the Borough.***

- Non-Collusion Affidavit Form

Bidders are required to complete the enclosed Non-Collusion Affidavit Form attached hereto. ***No other form is acceptable to the Borough.***

- Statement of Responsibility

The Borough of Wanaque shall make such investigations as it deems necessary to determine the ability and competency of the bidder to perform the work. The bidder shall furnish evidence satisfactory to the Borough of Wanaque that they have the necessary facilities, ability, and financial resources to fulfill the conditions of the Contract and specifications by completing the enclosed Statement of Responsibility or Plant and Equipment Questionnaire. ***No other form is acceptable to the Borough.***

- Certificate of Bidder Showing Ability to Perform Contract

- New Jersey Business Registration Certificate (BRC)

<https://www.nj.gov/treasury/revenue/busregcert.shtml>

- Certificate of Public Convenience and Necessity

<https://www.nj.gov/dep/dshw/>

- Disclosure of Investment Activities in Iran

- Certification of Non-Investment in Prohibited Activities in Russia or Belarus

- Detailed Specifications – Disposal of Solid Waste Type 10 and Type 13

- Proposal Form and Price Summary

Bids submitted on a form other than the “Proposal Form and Price Summary” form provided herein shall be rejected.

- Addendum Receipt

- Bidders Checklist Form

This form is part of the Bid Package and must be duly initialed and submitted with the proposed bid.

D) REQUIRED DOCUMENTS / FORMS TO BE SUBMITTED BY SUCCESSFUL BIDDER

The following documents, if checked, will be required from the *successful bidder only*, and may be submitted after notification of award:

- Affirmative Action Documents	<u> X </u>
- Certificate of Insurance	<u> X </u>
- Contract including:	<u> X </u>
Municipal Acknowledgement Form	<u> X </u>
Individual Acknowledgement Form	<u> X </u>
Partnership Acknowledgement Form	<u> X </u>
Corporate Acknowledgement Form	<u> X </u>
- Performance Bond	<u> X </u>

E) REQUIRED INSURANCE

The Contractor shall maintain the following insurance coverage in companies acceptable to the Borough of Wanaque, which will protect him from claims for damages which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them:

1. **Workers Compensation** – statutory limit; an Employer's Liability Insurance limit of not less than \$1,000,000.00. The policy to include a provision that the insurer agrees to waive all rights of subrogation against the Borough of Wanaque, its employees or agents;
2. **Comprehensive automobile liability** – coverage for protection against all claims for injury to any and all persons and damage to property of others arising from the use of each automobile, truck, vehicle, or other equipment used in the performance of the within Contract. The liability limits shall not be less than the following:
 1. Bodily Injury -- \$1,000,000.00 Per Person;
 2. Property Damage -- \$3,000,000.00 Each Occurrence; or
 3. A Combined Single Limit of \$1,000,000.00.
3. **Comprehensive General Liability (Occurrence Form)** – coverage for protection against all claims arising from injuries to any or all persons (including death resulting (there from) and damage to property (including loss of use thereof) arising out of any act or omission of the Contractor, his agents and employees. The following coverage are to be included:
 - Products/Completed Operation
 - Contractual Liability for obligations of this Contract
 - Explosion, Collapse and Underground Hazards
 - Personal Injury Liability

The limits of liability shall not be less than \$2,000,000 each occurrence and aggregate where applicable.

All of the aforementioned policies with the exception of Workers Compensation shall name Borough as an additional insured and copies of such policies or certificates of insurance shall be delivered to the Borough as a pre-condition to commencement of the furnishing of work, labor or services hereunder. The certificate of insurance shall stipulate the following:

Should any of the above described policies be canceled or should the same be subject to a reduction in limits or modification of any of their terms, covenants or conditions, before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left.

The Borough, as an additional designated insured, shall be entitled to recovery under said policies for any loss occasioned to it, its agents, and employees. It is expressly understood and agreed that if for any reason it shall be impossible to obtain liability in an amount and in the form provided by companies acceptable to the Borough of Wanaque, the latter may, if it so elects at any time thereafter, terminate this Contract by giving to the Contractor three (3) days notice in writing of its intention to do so and upon the giving of such notice this Contract shall terminate.

F) PERFORMANCE OF CONTRACT

1. Compliance with Affirmative Action Requirements

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding,

a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at:
https://www.state.nj.us/treasury/contract_compliance/

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**. If one of the required documents is not submitted within the required time, the bid must be **rejected as non-responsive**.

2. Requirements Under Right to Know Act

As required by the Workers' Right-to-Know Act, material safety data sheets must be submitted with signed Contract Documents, where applicable, concerning hazardous substances.

3. Prevailing Wage and labor Laws

The New Jersey Prevailing Wage Act (Public Laws of 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, **where applicable**.

4. Additional Payment

The successful bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the Contract Documents on his part or because of any failure to fully acquaint himself with any condition or provision of the Contract Documents.

5. Maintenance of Records

The contractor shall maintain all documentation related to products, transactions, or services under the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request

6. New Jersey Anti-Discrimination Provisions

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a) In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling, or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c) There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract, and;
- d) This contract may be canceled or terminated by the contracting public agency, and all money due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

8. Delivery of Materials

The successful bidder shall deliver proposed materials as needed to any location designated by the Borough at the time of purchase. The materials shall be available pursuant to the delivery time stated on the bid.

7. Testing/Final Inspection

All materials, equipment, supplies and/or services delivered to or performed for the Borough shall be subject to final inspection and/or testing by the Borough or by other testing laboratories as the Borough may designate. If the result of one or more of such tests indicates that any part of the materials, equipment, supplies or services are deficient in any respect, the Borough may reject all or any part of the materials, equipment, supplies or services to be provided under this Contract.

8. Defective Materials

The materials, equipment, and/or supplies furnished shall be free of defect of material and workmanship and any such defect that may develop in normal use and service shall be replaced or repaired without cost to the Borough by the successful bidder with the new equipment guaranteed for the period stated on the bid proposal form.

9. Cancellation of Contract

If the work to be done under this Contract shall be abandoned by the Contractor or if at any time the Borough Administrator shall certify in writing to the Borough Council that the performance of the Contract is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith, or not in accordance with the terms hereof, the Borough may annul the Contract or any part thereof by a written notice served upon the Contractor, and the Borough may thereupon have the power to Contract for the completion of said work in the manner prescribed by law, and to charge the entire cost and expense thereof to the Contractor.

The cost and expense so charged shall be deducted from and paid by the Borough out of such monies as may be due or become due to the Contractor under and by virtue of the Contract. In case such expense shall exceed the amount, which would have been completed by the Contractor, he or his surety shall pay the amount of such excess to the Borough.

10. Assignment of Contract

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or any part thereof to anyone without the prior written consent of the Borough.

END OF GENERAL INSTRUCTIONS

Borough of Wanaque, New Jersey

CONSENT OF SURETY FORM

(This Consent of Surety is part of the Proposal)

(Name of Surety Company) (Address)

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Name of Bidder)

As Principal and _____ a corporation created and existing under

the laws of _____ being surety company licensed to do business in the State of New Jersey, in consideration of the premises and of other good and valuable consideration, the receipt of which is hereby acknowledged, are held firmly bound unto the Borough of Wanaque, New Jersey, hereby jointly and severally bind ourselves, our heirs, successors, administrators, executors, legal representatives, and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas, the above-named Principal submits herewith Proposal for services in the Borough of Wanaque, New Jersey and other municipalities participating in the bid, in conformance with the Notice to Bidders and Instructions to Bidders; we, the above-named Surety will meet all stipulations and will execute the Surety Bonds as hereinafter specified, to the above named Principal in the event he should be awarded a Contract, and in the amount of one hundred percent of the total Bid Price for performing the work and guaranteeing its performance in conformity with the contract Documents and in the amount of one hundred percent of the total Bid Price for the protection of persons furnishing material or labor in connection with the performance of this work, to the Borough of Wanaque, New Jersey.

Attest _____
(Bidder - Principal)

By _____
(Signature) (Title)

(Seal)

(Name of Surety Company)

By _____
(Signature)

Attest

(Title)

PROPOSAL GUARANTEE
(BID BOND)

Borough of Wanaque, New Jersey

Bond No. _____

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 be made, we hereby jointly and severally bind

ourselves, our heirs, our executors, administrators, successors and assigns.

The conditions of the above obligation are such that whereas the Principal has submitted to

_____ a certain Bid, attached hereto and hereby made a

part of hereof to enter into a Contract in writing for the _____

_____.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternative,
- (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 Bonds 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 Bid.

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 Bonds 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 extension.

PROPOSAL GUARANTEE
(BID BOND)

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of the 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.

At _____ on this the _____ day of _____, 20_____

(Corporate Name) (Corporate Seal)

Attest: _____
(Corporation Secretary)

By: _____
(Principal Signature)

(Title)

(Surety Company)

Signature of Witness as to Surety

By: _____
(Attorney-in-Fact) (Seal)

By: _____
(State Representative)

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

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

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

(If extra space is required, add sheets as necessary.)

NOTE: THIS CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY STATEMENT IS MADE A PART OF THE CONTRACT AND MUST BE RETURNED WITH BID.

NON-COLLUSION AFFIDAVIT

STATE OF _____ }

SS.:

COUNTY OF _____ }

1. _____ of the Borough of _____
in the County of _____ and the State of _____ being

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

I am _____ of the firm of _____ the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Wanaque relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said project.

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 _____ (Name of Contractor) in accordance with N.J.S.A. 52:34-15.

Sworn and subscribed to before me this

_____ day of _____, 20__

Signature: _____

Notary Public in the State of New Jersey

(Name) _____

My commission expires on _____, 20__

(Seal)

STATEMENT OF RESPONSIBILITY

1. Previous work of similar nature completed within the past five years.

A. Owner: _____ Phone: _____
Business Address: _____
Type of Work _____
Contract Price \$ _____ Extra Work Required _____
Approx. Date of _____ Approx. Date of _____
Contract Award _____ Completion - _____
Name/Address/Telephone of Owner's Engineer or Superintendent

B. Owner _____ Phone _____
Business Address: _____
Type of Work _____
Contract Price \$ _____ Extra Work Required _____
Approx. Date of _____ Approx. Date of _____
Contract Award _____ Completion _____
Name/Address/Telephone of Owner's Engineer or Superintendent

C. Owner _____ Phone: _____
Business Address: _____
Type of Work: _____
Contract Price \$ _____ Extra Work Required: _____
Approx. Date of _____ Approx. Date of _____
Contract Award _____ Completion _____
Name/Address/Telephone of Owner's Engineer or Superintendent

2. Total approximate volume of work of similar nature completed within the past five years.

\$ _____

3. List of equipment required for this job which you now own.

4. General Business Reference. (List two or three.)

Name	Address	Phone No.
------	---------	-----------

_____	_____	_____
_____	_____	_____

5. Bank Reference

Name	Address	Phone No.
------	---------	-----------

_____	_____	_____
-------	-------	-------

6. Number of permanently employed persons in your organization. _____

7. Do you intend to sublet any portion of the work? _____

If so, state type of work to be sublet and the name, address, telephone number of each subcontractor.

Name	Address	Phone No.	Type of Work
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

It is understood and agreed that the execution of the Statement of Responsibility is made solely at the risk, cost, and expense of the maker; is given in consideration of the agreement with the Borough of Wanaque to make available to the maker the plans, contract documents for bidding purposes; and no rights, causes, claims at law or in equity shall arise on behalf of the maker against the Borough of Wanaque for any use made thereof by the Borough of Wanaque including the refusal to the maker of the right to bid said work.

Signature & Business Address of Bidder

Dated _____, 20__

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

PURSUANT TO NJSA 40A: 11-20

The undersigned bidder hereby certifies to the Borough of Wanaque that he owns, leases or controls all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for. To the extent that the undersigned is not the actual owner or lessee of any such equipment, I have attached hereto a statement showing the source from which the equipment will be obtained together with a certificate from the owner or person in control of the equipment granting to the undersigned the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which the equipment is required and necessary.

Check here if documentation is attached.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

**NJ BUSINESS REGISTRATION CERT
(REQUIRED)**

<https://www.nj.gov/treasury/revenue/busregcert.shtml>

**CERTIFICATE OF PUBLIC CONVENIENCE
& NECESSITY**

(REQUIRED)

<https://www.nj.gov/dep/dshw>

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at

<https://www.nj.gov/treasury/purchase/pdf/Chapter25List.pdf>

Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS

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

IF UNABLE TO CERTIFY

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

Part 2: Additional Information

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

***Attach Additional Sheets If Necessary.**

Part 3: Certification of True and Complete Information

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

Full Name (Print)		Title	
Signature			Date



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

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter “Vendorⁱ”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets If Necessary.)

Signature of Vendor’s Authorized Representative	Date
Print Name and Title of Vendor’s Authorized Representative	Vendor’s FEIN
Vendor’s Name	Vendor’s Phone Number
Vendor’s Address (Street Address)	Vendor’s Fax Number
Vendor’s Address (City/State/Zip Code)	Vendor’s Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DETAILED SPECIFICATIONS - DISPOSAL OF SOLID WASTE TYPE 10 & TYPE 13

It is the intent of the Borough of Wanaque, to obtain competitive bids for the disposal of types 10 and 13 solid waste. Only bids for five years will be accepted, as per State recommendations for five-year planning increments. The starting date for the contract will be on or about January 1, 2025, with an ending date of December 31, 2029.

The successful bidder will enter into a master contract with the Borough of Wanaque. Bills shall be rendered to and payable for the solid waste it disposes of at the facility provided by the successful bidder. The selection of a bidder and implementation of contracts pursuant to this bid shall conform in all cases to the State of New Jersey's Local Public Contract's Law (N.J.S.A. 40A:1-1 et seq) and the State of New Jersey's Cooperative Purchasing Rules (N.J.A.C. 5:34-7.1 et seq).

DEFINITIONS

The following words and terms, when used in the specifications shall have the following meanings unless the context clearly indicates otherwise.

"Designated disposal of solid waste" means the garbage, refuse and other discarded materials resulting from industrial, commercial and agricultural operation and from domestic and community activities and shall include all other waste materials, including liquids. Solid waste shall not consist of recyclable materials, hazardous waste or solid animal and vegetable waste collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such wastes to swine on their own farms.

"Designated collected recycled material" means the materials designated by the Borough of Wanaque and other Contracting Units for separate collection, which includes, but is not limited to, newspaper, glass, aluminum, bimetals, white metals, and vegetative waste.

"Disposal Facility" means an incinerator facility, a landfill, a resource recovery facility (responsibility for disposal of residue to be Bidder's responsibility) or a transfer station with ultimate disposal being the responsibility of the Bidders.

"Holiday" means a regularly scheduled collection day on which the authorized disposal facilities are closed: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

"Institutional Waste" means any waste Type 10 as defined at N.J.A.C. 7:26H-1.4, generated by hospitals, colleges, schools, nursing homes, medical and dental professional buildings, research and development processes and laboratories.

"Litter" means all garbage, refuse and other discarded materials deposited in the litter receptacles belonging to the Borough of Wanaque, and all other Contracting Units, if any.

"Recyclable material" means those materials which would otherwise become solid waste and which may be collected, separated or processed and returned to the economic waste stream in the form of raw materials or procedures.

"Trade Waste" means all waste resulting from the process of manufacture, assembly, alteration, conversion or treatment by an establishment while in the process of conducting business.

"Yard trimmings" means vegetative matter, including but not limited to, grass clippings, leaves and brush. It does not include materials such as food waste, food processing waste or soiled paper.

SPECIFICATIONS

Bidders shall be prepared to provide access to a Disposal Facility where contract waste haulers for the Borough of Wanaque, and other Contracting Units which may be included in this contract by Cooperative Pricing Agreements with the Borough of Wanaque, may deliver Type 10 and Type 13 Solid Waste collected in the Borough of Wanaque and other Contracting Units. The Bidder shall be fully responsible for disposal of all waste delivered to the Disposal Facility, in accordance with all applicable current State and Federal laws and regulations, and amendments hereafter made hereto, and effective during the performance of the contract.

The Disposal Facility must remain open daily Monday through Saturday, between 6:00 a.m. and 5:00 p.m. except on holidays, as defined above.

The Contractor will be required to provide to the Borough of Wanaque and other Contracting Units copies of the daily weight tickets issued to the waste haulers for each of the respective Contracting Units.

The Contractor shall submit billings on a regular schedule of once each month for the previous month, on voucher forms provided by the Contracting Units, in accordance with the usual procedure for submission of claims to municipal contracting omits.

Estimated Disposal Tonnage

It is estimated that the participating municipalities will dispose the following amounts annually:

<u>Municipality</u>	<u>Annual Est'd Tonnage</u>	<u>Central Point</u>	<u>Distance (miles)</u>
Wanaque	4,250	579 Ringwood Ave, Wanaque, NJ 07465	25

The facility proposed must be within the number of miles distant from a central point as shown above (in driving miles, as determined by a Google Maps search).

If the facility is more than the distance identified above from the central location shown for any individual municipality (in driving miles, determined by a Google Maps search), the municipality retains the right not to participate.

The Borough of Wanaque reserves the right to increase or decrease the specified amounts or to omit part of the project for legal reasons. If any part is so withdrawn by the Borough of Wanaque, Contractor shall have no claim for loss incurred by him or her for commitments made by him or her in anticipation of the work contemplated, or for work done prior to his or her having been authorized to proceed therewith.

Pursuant to N.J.A.C. 5:34-7.9 (h), no contract shall be made by a registered member for a price which exceeds any other price available to the registered member.

Description of Bidder’s Facility

All bids must be accompanied by a description of Bidder's facility, which shall include the following:

- Type of facility, i.e. incineration, landfill, transfer station or resource recovery facility Address of facility
- Owner of facility
- Facility permit holder and state and /or federal permit numbers Facility operator
- Name and telephone number of facility’s contact person
- Date facility commenced operations
- Presently committed long-term capacity of facility
- Average annual operational input of facility for previous three (3) years
- Remaining permitted capacity of facility
- Remaining permitted capacity of facility which is not contractually committed to other users
- Description of environmental protective features of the reuse site more disposal site including sufficient information to determine if disposal site meets EPA Subtitle D requirements
- For disposal sites the planned and in-place closure and post-closure financial assurances. Indicate specified dollar amounts and form of assurances
- If the bidder is not the owner of the facility, the bidder shall provide written documentation of the bidder's authority to contract for use of the facility.

Bidder Understands and Will Comply **YES** _____ **NO** _____

PROPOSAL FORM AND PRICE SUMMARY
“Disposal of Solid Waste Type 10 & Type 13”
Borough of Wanaque

We, the undersigned company, agree to furnish to the Borough of Wanaque, County of Passaic, New Jersey the following services, in accordance with the attached technical specifications.

We, the undersigned hereby declare(s) (I), (we) have carefully examined the advertisement and technical specifications for the following equipment, and that (I) (we) will Contract to furnish and deliver said equipment, materials or services as specified and delineated at the price stated in the schedule of prices following, said price being firm for the contract, as set forth in the specifications.

DISPOSAL OF SOLIDE WASTE TYPE 10 & TYPE 13

THREE YEAR CONTRACT: For the period of March 1, 2025 through December 31, 2027.

Year 1: _____ (Price per ton) In words: _____
Year 2: _____ In words: _____
Year 3: _____ In words: _____

FIVE YEAR CONTRACT: For the period of March 1, 2025 through December 31, 2029.

Year 1: _____ (Price per ton) In words: _____
Year 2: _____ In words: _____
Year 3: _____ In words: _____
Year 4: _____ In words: _____
Year 5: _____ In words: _____

Signed _____ Title _____

Company _____

Address _____

City, State, Zip _____

Email _____

Phone _____

Date _____

ADDENDUM RECEIPT
(IF APPLICABLE)

RECEIPT OF THE FOLLOWING ADDENDUM TO THE SPECIFICATIONS

FOR: “DISPOSAL OF SOLID WASTE TYPE 10 & TYPE 13”

Addendum # _____ Date _____

Is Acknowledged by: _____
(Signature) (Title)

(Type or Print Name)

Dated: _____

Telephone #: _____

Fax#: _____

Business Address: _____

BIDDER'S CHECKLIST

FORMS TO BE SUBMITTED WITH BID

The following documents **if checked must be submitted with the bid**. Failure to properly complete these documents and forward same with bid may be grounds for rejection.

Initial each item submitted with bid.

		Bidder's Initials	Date
Consent of Surety Form	<u> X </u>	<u> </u>	<u> </u>
Proposal Guarantee (Bid Security)	<u> X </u>	<u> </u>	<u> </u>
Statement of Ownership Disclosure	<u> X </u>	<u> </u>	<u> </u>
Non-Collusion Affidavit Form	<u> X </u>	<u> </u>	<u> </u>
Statement of Responsibility	<u> X </u>	<u> </u>	<u> </u>
Certificate of Bidder Showing Ability to Perform Contract	<u> X </u>	<u> </u>	<u> </u>
New Jersey Business Registration Certificate	<u> X </u>	<u> </u>	<u> </u>
Certificate of Public Convenience & Necessity	<u> X </u>	<u> </u>	<u> </u>
Disclosure of Investment Activities in Iran	<u> X </u>	<u> </u>	<u> </u>
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	<u> X </u>	<u> </u>	<u> </u>
Detailed Specification – Disposal of Solid Waste Type 10 & Type 13	<u> X </u>	<u> </u>	<u> </u>
Proposal Form and Price Summary	<u> X </u>	<u> </u>	<u> </u>
Addendum Receipt	<u> X </u>	<u> </u>	<u> </u>
Bidder's Checklist	<u> X </u>	<u> </u>	<u> </u>

This form is part of the Bid Package and must be duly initialed and submitted with the proposed bid.

BIDDERS NAME

Items included in this bid packet beyond this point, are to be submitted only upon award.

Borough of Wanaque
579 Ringwood Avenue
Wanaque, New Jersey 07465

MASTER CONTRACT FOR: **"DISPOSAL OF SOLID WASTE TYPE 10 & TYPE 13"**

This Contract made this _____ day of _____, by and between:

The Borough of Wanaque, a Municipal Corporation of the State of New Jersey with offices at 579 Ringwood Avenue Wanaque, New Jersey 07465, ("Borough"),

and the CONTRACTOR:

The Borough and Contractor hereby agree as follows:

1. Scope of Work

The Contractor/Supplier agrees to furnish the services/materials/equipment/supplies specified in the Contract Documents in accordance with the terms of Contractor's bid proposal dated _____ and the Borough's notice of award of same dated _____.

2. Time of Completion; Liquidated Damages

The Contractor shall proceed with the aforesaid work in a prompt and diligent manner and shall to the several parts thereof at such time and in such order as the Director or his designee may direct. The Contractor shall complete the whole of said work in accordance with the aforesaid Contract Documents, Plans, and Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning, or subcontracting, without prior approval of the Director.

In the event of default of completion within the time so fixed, the Contractor shall pay to the Borough of Wanaque liquidated damages as set forth in the bid document. Delay in performance under this Contract shall cause damage to the Borough in an amount which is not readily ascertainable, but which is nonetheless substantial. Said amount shall be liquidated damages, but shall not serve as a waiver of the Borough's right to pursue any and all available remedies in law and in equity against the Contractor.

3. Contract Sum

Based upon the unit prices and/or lump sum set forth in the bid Proposal, the amount of the Contract, subject to the Borough's requirements, is as set forth on the attached copy of the Bid Proposal Price Summary Page.

4. Hold Harmless Agreement

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify and save harmless the Borough and its officers, against and from all suits and costs of every description, including but not limited to costs of legal and any claims under the prevailing Wage Rate laws, and from all damages which may be brought against the Borough or any of its officers, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective materials used by the Contractor in the work, or through any act or omission on the part of the Contractor or his agent or agents.

5. Payment to Contractor

In consideration of the Contractor's agreements set forth herein, the Borough hereby agrees to pay the Contractor for the materials, when supplied in accordance with the specifications at the unit prices or lump sum prices bid for the respective items, the said payments to be made in accordance with the provisions contained in the Contract Documents.

6. Contract Documents

The Contract documents as defined in the General Conditions and Instructions to Bidders, are incorporated herein and made a part hereof by reference.

7. Affirmative Action Regulations

The Contractor specifically agrees to comply with the affirmative action requirements set forth in the General Conditions and Instructions to Bidders as well as any other affirmative action requirements set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above

Borough of Wanaque

ATTEST:

Katherine J. Falone
Borough Clerk, R.M.C., C.M.C.

By: _____
Daniel Mahler
Mayor

(Seal)

Secretary/Treasurer
(Corp Seal)

By: _____
Contractor

Bond No. _____

PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned _____

_____ of _____, herein referred to as "Contractor"

(Place of Business)

and _____, a corporation
(Surety)

organized and existing under the laws of the State of _____ and authorized to transact business in the State of New Jersey, as "Surety," are held and firmly bound unto the Borough of Wanaque, a municipal corporation in the County of Passaic, State of New Jersey, hereinafter referred to as "Owner," in the sum of _____

_____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made to the Owner, we bind ourselves and our heirs, executors, administrators, successors, legal representative, and assigns, jointly and severally, by these presents:

WHEREAS, on the _____ day of _____, 20____, the Contractor entered into a written Contract with the Owner for furnishing services, materials, supplies, and equipment, construction tools, equipment, and plant, and the performance of all necessary labor, for and in connection with the construction of improvements as designated, defined, and described in the said Contract and the conditions thereof, and in accordance with the Contract Drawings and specification therefor; a copy of the said Contract being attached hereto and made a part hereof, and;

WHEREAS, it was a condition of the Contract award by the Owner that these presents be executed by the Contractor and Surety:

NOW THEREFORE, if the Contractor shall, in all particulars, well duly, and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Contract, and the conditions, specifications, drawings, and other Contract documents .thereto attached or, by reference, made a part thereof, according to the true intent and meaning in each case, then this obligation shall be null and void; otherwise it shall remain in full force, effect and virtue.

PROVIDED FURTHER, that if the Contractor shall fail to pay all just claims and demands by, or in behalf of, subcontractors, any employee or other person, or any fin-n, association, or corporation, for labor performed or materials, supplies, or equipment furnished, used or consumed by the Contractor or his, their or its subcontractor or subcontractors in the performance of the work, we hereby agree and consent that this undertaking shall be for the

use of any subcontractor laborer, material man, person, firm or corporation having a just claim as aforesaid, as well as for the said Borough of Wanaque, then the Surety will pay the full value of all such claims or demands in any total amount not exceeding the amount of this obligation, together with interest as provided by law.

THE UNDERSIGNED SURETY, for value received, hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract or work to be performed thereunder, or of the specifications or other Contract Document, shall in any way affect its obligation on this bond and the Surety does hereby waive notice of any such extension of time, change, addition, or modification.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his name and the Surety has caused these presents to be executed in its name and its corporate seal to be affixed by its attorney-in-fact thereunto duly authorized so to do,

At _____ on this the _____ day of _____, 20_____

(Corporate Name) (Corporate Seal)

Attest: _____
(Corporation Secretary)

By: _____
(Principal Signature)

(Title)

(Surety Company)

Signature of Witness as to Surety

By: _____
(Attorney-in-Fact) (Seal)

By: _____
(State Representative)

SURETY ACKNOWLEDGEMENT FORM

STATE OF _____ }

SS:

COUNTY OF _____ }

On this ____ day of _____, 20____, before me the subscriber, personally appeared _____ to me personally known and known to me to be the _____ of _____, the corporation described in the within instrument and which executed it, who being by me duly sworn did depose and say that he residents at _____, that he is _____ of said corporation, that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Katherine J. Falone RMC, CMC
Borough Clerk, Borough of Wanaque

Sworn and subscribed to before me this

____ day of _____, 20__

L.S.
Notary Public in the State of New Jersey

My commission expires on _____, 20__

(Seal)

MUNICIPAL ACKNOWLEDGEMENT FORM

STATE OF NEW JERSEY}

} ss:

COUNTY OF PASSAIC}

BE IT REMEMBERED on this _____ day of _____, 20 __, before me the subscriber, a notary public of the State of New Jersey, personally appeared, Katherine J. Falone RMC, CMC, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Borough Clerk of the Borough of Wanaque, that Daniel Mahler is the Mayor; that the execution as well as the making of the within instrument has been duly authorized by a proper resolution of the Council of the Borough of Wanaque; and the seal affixed to said instrument signed and delivered by said Daniel Mahler, Mayor, as and for his voluntary act and deed of said municipal corporation, in the presence of deponent, who thereupon subscribed her name thereto as witness.

Katherine J. Falone RMC, CMC
Borough Clerk, Borough of Wanaque

Sworn and subscribed to before me this
____ day of _____, 20 __

L.S.
Notary Public in the State of New Jersey

My commission expires on _____, 20 __

(Seal)

INDIVIDUAL ACKNOWLEDGEMENT FORM

STATE OF _____ }
 COUNTY OF _____ } SS.:

BE IT REMEMBERED, that on this _____ day of _____ in the year Two Thousand and _____, before me the subscriber, a Notary Public in the State of New Jersey, personally appeared _____, (Name)

who, I am satisfied, is the individual mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, scaled, and delivered the same as voluntary act and deed, for the uses and purposes therein expressed.

Sworn and subscribed to before me this
 ____ day of _____, 20 ____
 _____ L.S.
 Notary Public in the State of New Jersey

My commission expires on _____, 20 ____
 (Seal)

PARTNERSHIP ACKNOWLEDGEMENT FORM

STATE OF _____ }

SS.:

COUNTY OF _____ }

BE IT REMEMBERED, that on this _____ day of _____ in the year Two Thousand and _____, before me the subscriber, a Notary Public in the State of

New Jersey, personally appeared _____ ,
 (Name)

who, I am satisfied, is one of the partners of _____

the co-partnership named as the firm party of the second part in the within Instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed, and delivered the same as a voluntary act and deed and as the voluntary act and deed of said co-partnership, for the uses and purposes therein expressed.

Sworn and subscribed to before me this

____ day of _____, 20__

 L.S.
 Notary Public in the State of New Jersey

My commission expires on _____, 20__

(Seal)

CORORATE ACKNOWLEDGEMENT FORM

STATE OF _____ }

SS.:

COUNTY OF _____ }

BE IT REMEMBERED, that on this _____ day of _____ in the year Two Thousand and _____, before me the subscriber, a Notary Public in the State of

New Jersey, personally appeared _____, who being
(Name of Secretary or Treasurer)

who being by me duly sworn, on oath, says that he is the Secretary/Treasurer of _____

_____ ; the Grantor named in the foregoing instrument; that he well

knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by

_____ who was, at the date thereof president/vice

president of said corporation, in the presence of this deponent, and said president/vice president at the

same time acknowledged that he signed, sealed, and delivered the same as voluntary act and deed, and

as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and

that deponent, at the same time, subscribed name to said instrument as an attesting witness to the

execution thereof.

Sworn and subscribed to before me this

_____ day of _____, 20 __

_____ L.S.

Notary Public in the State of New Jersey

My commission expires on _____, 20 __

(Seal)