

**ADDENDUM/CLARIFICATION
FOR ALL BIDDERS OF THE
DISPOSAL OF SOLID WASTE
COLLECTION SERVICES**

**BOROUGH OF BUENA
ATLANTIC COUNTY, NEW JERSEY**

CLARIFICATION/ADDENDUM NO. 1

The following clarifications and revisions are made to the bid documents.

Notice to Bidders:

The date upon which sealed bids will be received by the Clerk of the Borough of Buena at the Municipal Building, 616 Central Avenue, Minotola, New Jersey, shall be amended from July 17, 2015, to July 31, 2015, at 11 o'clock, a.m., prevailing time.

Section 2. Definition:

“Disposal Facility” shall mean those sites designated in the County of Atlantic Solid Waste Management Plan for us by the Borough of Buena Authorized disposal facilities which accept the types of solid waste that will be collected pursuant to this contract include:

- A. Atlantic County Utility Authority, 6700 Delilah Road, Egg Harbor Township, New Jersey. No other facility is so designated. Cumberland County Utility Authority is deleted.

Section 3.1 The following shall be added to subsection D:

Council of the Borough of Buena shall not award the contract based on the bid price for separate options.

Section 3.3 Exceptions to the Bid Specification shall be amended as follows:

“Any conditions, limitations, provisions, 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 Council of the Borough of Buena.

Section 4.4 Performance Bond – Sub-section B shall be amended as follows:

4.4 B. Failure to provide the required one year performance bond at a time and place specified by the Borough of Buena shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails

to provide said performance bond, the Borough of Buena may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with NJAC 7:26H-6.7(d) & Section 4.1 above.

Section 4.4 Performance Bond – Sub-section C shall be amended as follows:

4.4 C. For a contract for 2 years or more, the successful bidder shall provide a Performance Bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said Performance Bond to the Clerk’s Office, Municipal Building, 616 Central Avenue, Minotola, New Jersey, prior to or concurrent with the delivery of the executed contract. The Performance Bond for each succeeding year shall be delivered to the Borough of Buena with proof of full payment of the previous one hundred twenty (120) days prior to the expiration of current bond.

Section 5.1 Miscellaneous Collection Information – A. shall be amended as follows:

5.1 A. According to 2015 Buena Borough Tax Assessor, there are 1,554 residential properties.

Section 5.1 Miscellaneous Collection Information – B. shall be amended as follows:

5.1B. Population is estimated to be 3749 people according to the 2010 US Census Bureau. Additional information may be obtained at <http://11buenaboro.org/pdfs/Census.pdf>.

Section 5.1 Miscellaneous Collection Information – D. shall be amended as follows:

5.1 D. The tonnage reports for residential type 10 waste for years 2012, 2013, 2014 and 2015 to May 31st are as follows:

2012	1661.94
2013	1631.96
2014	1639.53
2015 to May 31	670.52

Section 5.2 Collection and Disposal of Residential Waste and Litter; Disposal Site Designated – D. shall be deleted and amended as follows:

A. (not D) The Contractor shall collect all Designated Collected Solid Waste to be placed in containers at curb side of residential properties in the Borough of Buena, together with litter collected from municipally owned properties not generated by the Borough of Buena and one items of bulky waste per trash collection day per household. All Solid Waste collected shall be disposed of in accordance with the Atlantic County Solid Waste Management Plan and disposed of at the Atlantic County Utility Authority landfill.

Section 5.2 Collection and Disposal of Residential Waste and Litter; Disposal Site Designated

—
B. shall be added as follows:

5.2B. The Contractor shall collect solid waste from the following sites on the same collection dates and times as for residential collection:

1. (1) 2 yard dumpster at the Louise Basile Senior Center to the rear of the building Dr. Mattioli Way. Contractor to supply dumpster.
2. (1) 2 yard dumpster at the Minotola Fire Station, 225 Wheat Road, at the rear of building. Contractor to supply dumpster.
3. (1) yard dumpster at the Landisville Fire Station, Route 40, at the rear of the building. Contractor to supply dumpster.
4. (1) 2 yard dumpster at the Emergency Management Services Station, at the Commerce Center, Central Avenue. Contractor to supply dumpster.
5. (1) 8 yard dumpster at the Buena Borough Municipal Building, Central Avenue, to the rear of the building. Contractor to supply dumpster.
6. (4) 4 yard dumpsters at Buena Terrace Apartment Complex, Wheat Road. Owner to supply dumpsters.

Section 5.2 Collection and Disposal of Residential Waste and Litter; Disposal Site Designated - C. shall be added as follows:

5.2C. All solid waste collected shall be disposed of in accordance with the Atlantic County Solid Waste Management Plan and disposed of at the Atlantic County Utility Authority Landfill. The Borough of Buena will be required to pay disposal costs charged by the Atlantic County Utility Authority for the disposal of residential solid waste (I.D. 10) and one item of bulky waste per week.

Section 5.5. Solid Waste Disposal shall be deleted in its entirety and amended as follows:

5.5. Work Specification and Solid Waste Disposal.

The Contractor shall provide services for each Option awarded by the Borough Council. The Borough Council shall select one collection Option. For all options, the Borough of Buena will be required to pay disposal costs charged by the Atlantic County Utility Authority for the disposal of solid waste and one item of bulky waste per week per living unit type 10.

Option 1. The collection of Designated Collected Solid Waste and one bulky item, (1) 2 yard dumpster at the Louise Basile Senior Complex (Contractor to supply dumpster), (1) 2 yard dumpster at the Minotola Fire Station (Contractor to supply dumpster), (1) 2 yard

dumpster at the Landisville Fire Station (Contractor to supply dumpster, (1) 2 yard dumpster at the Emergency Management Service Station (Contractor to supply dumpster), (1) 8 yard dumpster at the Buena Borough Municipal Building (Contractor to supply dumpster); and (4) 4 yard dumpsters at the Buena Terrace Apartment Complex (Owner to supply dumpsters). Collection shall be in accordance with these specifications once per week on Tuesdays of each week, subject to Section 5.2, 5.3 and 5.4 for a period of one (1) year commencing August 1, 2015, and ending July 31, 2016.

Option 2. The collection of Designated Collected Solid Waste and one bulky item, (1) 2 yard dumpster at the Louise Basile Senior Complex (Contractor to supply dumpster), (1) 2 yard dumpster at the Minotola Fire Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Landisville Fire Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Emergency Management Service Station (Contractor to supply dumpster), (1) 8 yard dumpster at the Buena Borough Municipal Building (Contractor to supply dumpster); and (4) 4 yard dumpsters at the Buena Terrace Apartment Complex (Owner to supply dumpsters). Collection shall be in accordance with these specifications once per week on Tuesdays of each week, subject to Section 5.2, 5.3 and 5.4 for a period of two (2) years commencing August 1, 2015, and ending July 31, 2017.

Option 3. The collection of Designated Collected Solid Waste and one bulky item, (1) 2 yard dumpster at the Louise Basile Senior Complex (Contractor to supply dumpster), (1) 2 yard dumpster at the Minotola Fire Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Landisville Fire Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Emergency Management Service Station (Contractor to supply dumpster), (1) 8 yard dumpster at the Buena Borough Municipal Building (Contractor to supply dumpster); and (4) 4 yard dumpsters at the Buena Terrace Apartment Complex (Owner to supply dumpsters). Collection shall be in accordance with these specifications once per week on Tuesdays of each week, subject to Section 5.2, 5.3 and 5.4 for a period of three (3) years commencing August 1, 2015, and ending July 31, 2018, with an option for a two (2) year extension.

Option 4. The collection of Designated Collected Solid Waste and one bulky item, (1) 2 yard dumpster at the Louise Basile Senior Complex (Contractor to supply dumpster), (1) 2 yard dumpster at the Minotola Fire Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Landisville Fire Station (Contractor to supply dumpster), (1) 2 yard dumpster at the Emergency Management Service Station (Contractor to supply dumpster), (1) 8 yard dumpster at the Buena Borough Municipal Building (Contractor to supply dumpster); and (4) 4 yard dumpsters at the Buena Terrace Apartment Complex (Owner to supply dumpsters). Collection shall be in accordance with these specifications once per week on Tuesdays of each week, subject to Section 5.2, 5.3 and 5.4 for a period of four (4) years commencing August 1, 2015, and ending July 31, 2019, with an option for a one (1) year extension.

Option 5. The collection of Designated Collected Solid Waste and one bulky item, (1) 2 yard dumpster at the Louise Basile Senior Complex (Contractor to supply dumpster), (1) 2 yard dumpster at the Minotola Fire Station (Contractor to supply dumpster), (1) 2 yard

dumpster at the Landisville Fire Station (Contractor to supply dumpster, (1) 2 yard dumpster at the Emergency Management Service Station (Contractor to supply dumpster), (1) 8 yard dumpster at the Buena Borough Municipal Building (Contractor to supply dumpster); and (4) 4 yard dumpsters at the Buena Terrace Apartment Complex (Owner to supply dumpsters). Collection shall be in accordance with these specifications once per week on Tuesdays of each week, subject to Section 5.2, 5.3 and 5.4 for a period of five (5) years commencing August 1, 2015, and ending July 31, 2020.

5.5 A. All solid waste collected within the Borough of Buena shall be disposed of at the Atlantic County Utility Authority Landfill and shall be disposed of in accordance with the Atlantic County Solid Waste Management Plan.

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

Section 6. Bidding Documents shall be added and all attachments to bid specifications shall be replaced.

Section 7. Contract Documents shall be added.

THIS ADDENDUM/CLARIFICATION SHALL BE RETURNED SIGNED WITH ALL BIDS.

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM.

Signature

Company

Date

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

- ___ 6.2. Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- ___ 6.3. Statement of bidder's qualifications, experience and financial ability.
- ___ 6.4. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the BOROUGH OF BUENA.
- ___ 6.5. Stockholder statement of ownership.
- ___ 6.6. Non-collusion affidavit.
- ___ 6.7. Consent of surety.
- ___ 6.8. Proposal.
- ___ 6.9. Business Registration Certificate.
- ___ 7.0. Public Contractor Registration Certificate.

Name of Firm or Individual

Title

Signature

Date

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

Name _____

Complete Address _____

Telephone Number _____

Certificate Number

Date _____

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

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

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS:

I, _____, am the _____ (Name of Affiant) (Identify relationship to bidder:

_____ of the _____ owner, partner, president or other corporate officer) (Name of

_____, and being duly sworn, I depose and say: bidder)

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough of Buena 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 BUENA will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.
4. I also understand and agree that the Borough of Buena 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 BUENA, 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 BUENA 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 _____, _____.

Notary Public of
My Commission expires _____, _____.

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

QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the BOROUGH OF BUENA. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

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

1. How many years has the bidder been in business as a contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it by the Borough of Buena under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Borough of Buena in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or

owner, the amount of the contract and the number of years the contract covers.

6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of contracting unit;
 - (b) Approximate population of contracting unit;
 - (c) Term of contract from to ;
 - (d) How were materials collected?
 - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.

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

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

13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an Annual Report, a financial statement for the most recent year, which includes a minimum of the bidder's assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.

14. Additional remarks.

6.4 BID GUARANTY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we undersigned _____ as Principal, and _____, as Surety, are hereby and firmly bound unto the BOROUGH OF BUENA, in the penal sum of _____ (\$ _____) Dollars for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

SIGNED this _____ day of _____, 2015. The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the _____

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for payment of all persons performing labor 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 obligation of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the BOROUGH OF BUENA may accept such BID; and said Surety does hereby waive notice of any such extension.

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

Principal

Surety

By: _____

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

NAME OF CORPORATION
OR PARTNERSHIP: _____

STREET ADDRESS: _____

CITY AND STATE: _____ ZIP CODE: _____

LIST BELOW THE NAMES AND ADDRESSES OF STOCKHOLDERS OR PARTNERS
OWNING TEN (10%) PERCENT OR MORE OF THE STOCK OR INTEREST IN THE
CORPORATION OR PARTNERSHIP:

NAME: _____

ADDRESS: _____

SIGNED: _____

ADDRESS: _____

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } s.s.:

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

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Buena 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 _____, 2015.

Notary Public of

My Commission expires _____, 20__.

6.7 CONSENT OF SURETY

In consideration of the consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted it will become bound as surety and guarantor for its faithful performance in an amount equal to one hundred percent (100%) of the Contract, and bound as surety and guarantor for labor and material payment in an amount equal to 100% of the contract price, and will execute them as party of the third part thereto when required to do so by the BOROUGH OF BUENA, and if the said Contractor shall omit or refuse to execute such contract if so awarded, it will pay without proof of notice and on demand to the BOROUGH OF BUENA may increase between the sum to which the said Contractor would have been entitled upon the completion of the said contract and the sum which said BOROUGH OF BUENA may be obligated to pay another contractor to whom the contract may afterwards be awarded, the amount in such case to be determined by the bids plus the cost, if any, of readvertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this _____ day of _____, 2015.

A corporate acknowledgment and statement to be here attached by the Surety Company.

BY: _____ Surety Company
Attorney-in-fact

ATTEST:

6.8 PROPOSAL

Proposal for Solid Waste and Recycling Collection beginning August 1, 2015.

THE BOROUGH OF BUENA:

I or We _____

of _____

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

hereby agree to provide complete performance in accordance with the Contract and Specifications for the Prices listed on the Proposal Sheets.

NOTE:

Bidders are required to sign all Option Proposal sheets.

Bidders are invited to bid on all or any Option Proposal.

Signature

**Affix seal if
a corporation.**

Title

6.8.1 PROPOSED OPTION #1 – DESIGNATED COLLECTED SOLID WASTE AND ONE BULKY ITEM, (1) 2 YARD DUMPSTER AT THE LOUISE BASILE SENIOR COMPLEX (CONTRACTOR TO SUPPLY DUMPSTER), (1) 2 YARD DUMPSTER AT THE MINOTOLA FIRE STATION (CONTRACTOR TO SUPPLY DUMPSTER), (1) 2 YARD DUMPSTER AT THE LANDISVILLE FIRE STATION (CONTRACTOR TO SUPPLY DUMPSTER, (1) 2 YARD DUMPSTER AT THE EMERGENCY MANAGEMENT SERVICE STATION (CONTRACTOR TO SUPPLY DUMPSTER), (1) 8 YARD DUMPSTER AT THE BUENA BOROUGH MUNICIPAL BUILDING (CONTRACTOR TO SUPPLY DUMPSTER); AND (4) 4 YARD DUMPSTERS AT THE BUENA TERRACE APARTMENT COMPLEX (OWNER TO SUPPLY DUMPSTERS). COLLECTION SHALL BE IN ACCORDANCE WITH THESE SPECIFICATIONS ONCE PER WEEK ON TUESDAYS OF EACH WEEK FOR A PERIOD OF ONE (1) YEAR. THE BOROUGH OF BUENA WILL BE REQUIRED TO PAY DISPOSAL COSTS CHARGED BY THE ATLANTIC COUNTY UTILITY AUTHORITY FOR THE DISPOSAL OF RESIDENTIAL SOLID WASTE (I.D. 10) AND ONE ITEM OF BULKY WASTE PER WEEK.

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications with one collection on Tuesdays of each week as described in the Bid Specifications commencing August 1, 2015, and terminating July 31, 2016.

12 months \$ _____ Average Bid per dwelling unit \$ _____

Waste Directed: Atlantic County Utility Authority
 1333 Atlantic Avenue
 Atlantic City, New Jersey

 Signature

 Company

 Date

6.8.2 PROPOSED OPTION #2 – DESIGNATED COLLECTED SOLID WASTE AND ONE BULKY ITEM, (1) 2 YARD DUMPSTER AT THE LOUISE BASILE SENIOR COMPLEX (CONTRACTOR TO SUPPLY DUMPSTER), (1) 2 YARD DUMPSTER AT THE MINOTOLA FIRE STATION (CONTRACTOR TO SUPPLY DUMPSTER), (1) 2 YARD DUMPSTER AT THE LANDISVILLE FIRE STATION (CONTRACTOR TO SUPPLY DUMPSTER), (1) 2 YARD DUMPSTER AT THE EMERGENCY MANAGEMENT SERVICE STATION (CONTRACTOR TO SUPPLY DUMPSTER), (1) 8 YARD DUMPSTER AT THE BUENA BOROUGH MUNICIPAL BUILDING (CONTRACTOR TO SUPPLY DUMPSTER); AND (4) 4 YARD DUMPSTERS AT THE BUENA TERRACE APARTMENT COMPLEX (OWNER TO SUPPLY DUMPSTERS). COLLECTION SHALL BE IN ACCORDANCE WITH THESE SPECIFICATIONS ONCE PER WEEK ON TUESDAYS OF EACH WEEK FOR A PERIOD OF TWO (2) YEARS. THE BOROUGH OF BUENA WILL BE REQUIRED TO PAY DISPOSAL COSTS CHARGED BY THE ATLANTIC COUNTY UTILITY AUTHORITY FOR THE DISPOSAL OF RESIDENTIAL SOLID WASTE (I.D. 10) AND ONE ITEM OF BULKY WASTE PER WEEK.

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications with one collection on Tuesdays of each week as described in the Bid Specifications commencing August 1, 2015, and terminating July 31, 2017.

24 months \$ _____ Average Bid per dwelling unit \$ _____

Waste Directed: Atlantic County Utility Authority
1333 Atlantic Avenue
Atlantic City, New Jersey

Signature

Company

Date

6.8.3 PROPOSED OPTION #3 – DESIGNATED COLLECTED SOLID WASTE AND ONE BULKY ITEM, (1) 2 YARD DUMPSTER AT THE LOUISE BASILE SENIOR COMPLEX (CONTRACTOR TO SUPPLY DUMPSTER), (1) 2 YARD DUMPSTER AT THE MINOTOLA FIRE STATION (CONTRACTOR TO SUPPLY DUMPSTER), (1) 2 YARD DUMPSTER AT THE LANDISVILLE FIRE STATION (CONTRACTOR TO SUPPLY DUMPSTER), (1) 2 YARD DUMPSTER AT THE EMERGENCY MANAGEMENT SERVICE STATION (CONTRACTOR TO SUPPLY DUMPSTER), (1) 8 YARD DUMPSTER AT THE BUENA BOROUGH MUNICIPAL BUILDING (CONTRACTOR TO SUPPLY DUMPSTER); AND (4) 4 YARD DUMPSTERS AT THE BUENA TERRACE APARTMENT COMPLEX (OWNER TO SUPPLY DUMPSTERS). COLLECTION SHALL BE IN ACCORDANCE WITH THESE SPECIFICATIONS ONCE PER WEEK ON TUESDAYS OF EACH WEEK FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION FOR A TWO (2) YEAR EXTENSION. THE BOROUGH OF BUENA WILL BE REQUIRED TO PAY DISPOSAL COSTS CHARGED BY THE ATLANTIC COUNTY UTILITY AUTHORITY FOR THE DISPOSAL OF RESIDENTIAL SOLID WASTE (I.D. 10) AND ONE ITEM OF BULKY WASTE PER WEEK.

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications with one collection on Tuesdays of each week as described in the Bid Specifications commencing August 1, 2015, and terminating July 31, 2018, with an option for two (2) year extension.

36 months \$ _____ Average Bid per dwelling unit \$ _____

Additional Twenty-Four Month Option: \$ _____

Waste Directed: Atlantic County Utility Authority
 1333 Atlantic Avenue
 Atlantic City, New Jersey

 Signature

 Company

 Date

6.8.4 PROPOSED OPTION #4 – DESIGNATED COLLECTED SOLID WASTE AND ONE BULKY ITEM, (1) 2 YARD DUMPSTER AT THE LOUISE BASILE SENIOR COMPLEX (CONTRACTOR TO SUPPLY DUMPSTER), (1) 2 YARD DUMPSTER AT THE MINOTOLA FIRE STATION (CONTRACTOR TO SUPPLY DUMPSTER), (1) 2 YARD DUMPSTER AT THE LANDISVILLE FIRE STATION (CONTRACTOR TO SUPPLY DUMPSTER), (1) 2 YARD DUMPSTER AT THE EMERGENCY MANAGEMENT SERVICE STATION (CONTRACTOR TO SUPPLY DUMPSTER), (1) 8 YARD DUMPSTER AT THE BUENA BOROUGH MUNICIPAL BUILDING (CONTRACTOR TO SUPPLY DUMPSTER); AND (4) 4 YARD DUMPSTERS AT THE BUENA TERRACE APARTMENT COMPLEX (OWNER TO SUPPLY DUMPSTERS). COLLECTION SHALL BE IN ACCORDANCE WITH THESE SPECIFICATIONS ONCE PER WEEK ON TUESDAYS OF EACH WEEK FOR A PERIOD OF FOUR (4) YEARS WITH AN OPTION FOR A ONE (1) YEAR EXTENSION. THE BOROUGH OF BUENA WILL BE REQUIRED TO PAY DISPOSAL COSTS CHARGED BY THE ATLANTIC COUNTY UTILITY AUTHORITY FOR THE DISPOSAL OF RESIDENTIAL SOLID WASTE (I.D. 10) AND ONE ITEM OF BULKY WASTE PER WEEK.

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications with one collection on Tuesdays of each week as described in the Bid Specifications commencing August 1, 2015, and terminating July 31, 2019, with an option for one (1) year extension.

48 months \$ _____ Average Bid per dwelling unit \$ _____

Additional Twelve Month Option:\$ _____

Waste Directed: Atlantic County Utility Authority
 1333 Atlantic Avenue
 Atlantic City, New Jersey

 Signature

 Company

 Date

6.8.5 PROPOSED OPTION #5 – DESIGNATED COLLECTED SOLID WASTE AND ONE BULKY ITEM, (1) 2 YARD DUMPSTER AT THE LOUISE BASILE SENIOR COMPLEX (CONTRACTOR TO SUPPLY DUMPSTER), (1) 2 YARD DUMPSTER AT THE MINOTOLA FIRE STATION (CONTRACTOR TO SUPPLY DUMPSTER), (1) 2 YARD DUMPSTER AT THE LANDISVILLE FIRE STATION (CONTRACTOR TO SUPPLY DUMPSTER), (1) 2 YARD DUMPSTER AT THE EMERGENCY MANAGEMENT SERVICE STATION (CONTRACTOR TO SUPPLY DUMPSTER), (1) 8 YARD DUMPSTER AT THE BUENA BOROUGH MUNICIPAL BUILDING (CONTRACTOR TO SUPPLY DUMPSTER); AND (4) 4 YARD DUMPSTERS AT THE BUENA TERRACE APARTMENT COMPLEX (OWNER TO SUPPLY DUMPSTERS). COLLECTION SHALL BE IN ACCORDANCE WITH THESE SPECIFICATIONS ONCE PER WEEK ON TUESDAYS OF EACH WEEK FOR A PERIOD OF FIVE (5) YEARS. THE BOROUGH OF BUENA WILL BE REQUIRED TO PAY DISPOSAL COSTS CHARGED BY THE ATLANTIC COUNTY UTILITY AUTHORITY FOR THE DISPOSAL OF RESIDENTIAL SOLID WASTE (L.D. 10) AND ONE ITEM OF BULKY WASTE PER WEEK.

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications with one collection on Tuesdays of each week as described in the Bid Specifications commencing August 1, 2015, and terminating July 31, 2020.

60 months \$ _____ Average Bid per dwelling unit \$ _____

Waste Directed: Atlantic County Utility Authority
 1333 Atlantic Avenue
 Atlantic City, New Jersey

 Signature

 Company

 Date

7. CONTRACT DOCUMENTS

7.1. CONTRACT

CONTRACT FOR THE COLLECTION AND DISPOSAL OF
HOUSEHOLD TRASH AND GARBAGE WITHIN THE
BOROUGH OF BUENA

THIS AGREEMENT made this _____ day of _____, 2015, by and

between:

BOROUGH OF BUENA, A Municipal Corporation of the State
of New Jersey, with offices at the Municipal Building, 616 Central
Avenue, Minotola, New Jersey (08341), hereinafter referred to as
the "**BOROUGH**" or "**MUNICIPALITY**"

AND

_____, with offices at

_____, hereinafter
referred to as "**CONTRACTOR**" or
" _____ "

W I T N E S S E T H:

WHEREAS, the BOROUGH has solicited the submission of bids for the collection of
household trash and garbage and recyclable trash and the disposal of same within the
BOROUGH OF BUENA, pursuant to which _____ submitted
a bid, and more specifically for Option # _____ of the Bid Specifications which appears in all
respects to comply with the specifications.

NOW, THEREFORE, in consideration of the promises hereinafter set forth, it is agreed as follows:

1. _____ agrees to provide any and all services required by the "specifications" and more specifically Option # _____ of said Bid Specifications in reasonable and workmanlike manner within the time limits in said specifications.

CONTRACTOR agrees to supply all merchandise, parts, materials or supplies and/or services, in the quantities and qualities as described in the specifications, with an expressed warranty of merchantability for the use intended in the specifications. Said specifications, as filed in the office of the Borough Clerk of the Borough of Buena, are attached hereto and become a part of this Agreement.

2. This Contract shall not be assigned by the CONTRACTOR without the prior written consent of the BOROUGH OF BUENA.

3. The risk of loss of any merchandise, materials, parts or supplies to be provided by the CONTRACTOR shall remain with said CONTRACTOR until title to said items has passed to the BOROUGH OF BUENA.

4. If any services are to be rendered by the CONTRACTOR in conjunction with specifications and this Agreement, said CONTRACTOR shall indemnify, defend and hold harmless the BOROUGH OF BUENA from any and all liability arising from rendering such services. In addition, CONTRACTOR shall indemnify, defend and hold harmless the BOROUGH OF BUENA from any and all liability arising from rendering such services. In addition, CONTRACTOR shall, at his own expense, provide worker's compensation insurance for his employees as required by law and shall also provide public liability insurance, both for his motor vehicles, other equipment, and other acts of his employees, in amounts not less than

One Hundred Thousand (\$100,000.00) Dollars for property damage, One Million (\$1,000,000.00) Dollars for personal injury to any one person and Two Million (\$2,000,000.00) Dollars for personal injury to more than one person. A copy of each such insurance policy shall be filed with the Borough Clerk and the BOROUGH OF BUENA shall be named as an additional insured on such policy. Each such policy shall contain a provision specifying that the BOROUGH OF BUENA will be notified in the event of cancellation or expiration of the insurance coverage.

5. The BOROUGH OF BUENA shall have the right to reasonable inspection by the Borough Engineer, or other designated person, of the merchandise, parts, materials or supplies, and/or services rendered before compensating the CONTRACTOR in accordance with the provisions herein.

6. The term of this Contract shall be for _____ (_____) consecutive months, commencing August 1, 2015. The charges for the services to be rendered are as follows:

August 1, 2015, to July 31, _____	\$ _____
TOTAL	\$ _____

The aforesaid charges shall be paid in monthly payments in accordance with the following schedule:

August 1, 2015, to July 31, _____	\$ _____ per month
--------------------------------------	-----------------------

7. The parties to this Contract acknowledge and agree to be bound by the mandatory language of P.L. 1975, Chapter 127, as amended and supplemented from time to time, regarding equal employment opportunity and the CONTRACTOR agrees to comply fully with the terms,

provisions and obligations of said law.

8. This Contract is to be binding upon the CONTRACTOR, its successors and assigns and upon the MUNICIPALITY.

IN WITNESS WHEREOF, the BOROUGH has caused this instrument to be signed by its Mayor, attested by its Clerk and its corporate seal to be affixed, all pursuant to a Resolution duly adopted by the governing body of the BOROUGH OF BUENA for this purpose, and the CONTRACTOR has set its hand and seal the day and year first above written.

ATTEST: BOROUGH OF BUENA

BY: _____ BY: _____
Maryann Coraluzzo, Clerk Joseph Baruffi, Mayor

ATTEST:

BY: _____ BY: _____

7.2. PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ of _____
as Principal, and _____, a corporation of
the State of _____ and authorized to do business in the State of
New Jersey, as Surety, are held and firmly bound unto
_____ as Obligee, in the penal sum of
_____ Dollars
(\$ _____), enter into a contract with which contract is made part of this bond the
same as though set forth herein:

NOW, if the said principal shall well and faithfully do and perform the things agreed by the said
principal to be done and performed according to the terms of said contract, and shall pay all
lawful claims of subcontractors, materialmen, provisions, provender or other supplies or teams,
fuel, oil, implements or machinery furnished, used or consumed in the carrying forward,
performing or completing of said contract, we agreeing and assenting that is undertaking shall be
for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a
just claim, as well as for the Obligee herein, then this obligation shall be void; otherwise the
same shall remain in full force and effect; it being expressly understood and agreed that the
liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount
of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or
to the terms of the said contract or in or to the plans or specifications therefore shall in anywise
affect the obligation of said Surety on its bond.

This bond is given in compliance with the requirements of the statutes of the State of New Jersey
in respect to bonds of contractors on public works, Revised Statutes of the State of New Jersey,
N.J.S.A. 2A:44-143 to 2A:44-174, both inclusive, and liability hereunder is limited as in said
statutes provided.

Signed, sealed and dated this _____ day of _____, 2015.

_____(SEAL)

_____(SEAL)

SURETY:

Attorney-in-fact

7.4. CERTIFICATE OF INSURANCE

(See Attached Form)

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.:

I, _____, of the City of _____ in the State
[Commonwealth] of _____ being of full age and duly sworn according to law,
on my oath depose and say that:

I am employed by the firm of _____, the bidder submitting the Bid
Proposal for the above named project, in the capacity of _____, and I have
executed the Bid Proposal with full authority to do so. Further, the bidder 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 _____.

Notary Public of

My Commission expires _____.

ATTACHMENT #1

Procurement and Service Contract - Mandatory Language

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

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

ATTACHMENT #2

BOROUGH OF BUENA - MUNICIPAL DATA

RESIDENTIAL SOURCES:

Single family	1290
Farm Residential	92
Multi-family	172
Apartment/Condominiums	70

Total

Containers: Single/multifamily supplied by Owner in accordance with Chapter 131 of the Borough of Buena, Apartment Complex by (4) 4 yard dumpsters supplied by Owner.

COMMERCIAL SOURCES:

Total 0

INSTITUTIONAL SOURCES:

Total 0

MUNICIPAL SOURCES:

Municipal buildings 5 Louise Basile Senior Center; Minotola Fire Station, Landisville Fire Station, EMS Station and Borough Municipal Building

Total 5

Containers: (1) 2 yard dumpster Louise Basile Senior Center, (1) 2 yard dumpster at Minotola Fire Station, (1) 2 yard at Landisville Fire Station, (1) 2 yard dumpster at EMS Station, (1) 8 yard dumpster at Buena Borough Municipal Building

POPULATION: 3,749

AREA: 7.9 square miles.

TOTAL ROAD MILES:

44 road miles, including State, County and Local

TONNAGE REPORT

Solid Waste:
Type 10 & 13

2012	1,661.94
2013	1,631.96
2014	1,639.53
2015 TO May 31 st	670.52

*PLEASE INCLUDE RESIDENTIAL CONSTRUCTION SITES IN CONTRACT FOR
RECYCLING PICK UP