

COLTS NECK TOWNSHIP
MONMOUTH COUNTY, NEW JERSEY

BID SPECIFICATIONS

DISPOSAL OF LEAVES

INCLUDES THE FOLLOWING:

- Notice to Bidders
- Information for Bidders
- General Conditions
- Insurance Requirements
- Non-Collusion Affidavit
- Disclosure Statement
- Affirmative Action Requirements, Questionnaire and Affidavit
- NJ Business Registration Certificate
- Form W-9
- Specifications
- Proposal Form
- Bidder's Checklist

BIDS RECEIVED: Tuesday, August 31, 2021
10:00 a.m., Town Hall
124 Cedar Drive
Colts Neck, NJ 07722

BY: Trina Lindsey
Municipal Clerk

COLTS NECK TOWNSHIP

NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids will be received by the Township Clerk of Colts Neck Township at the Township Municipal Building, Cedar Drive, Colts Neck, New Jersey, **Tuesday, August 31, 2021, at 10:00 a.m.**, prevailing time for **DISPOSAL OF LEAVES**. Bids will only be accepted for Monmouth County certified sites within 15 miles of the Colts Neck Township Department of Public Works yard. Specifications are available in the office of the Township Clerk of Colts Neck Township and may be examined at the Colts Neck Township Municipal Building, 124 Cedar Drive, Colts Neck, New Jersey, during regular business hours of Monday through Friday, 8:30 a.m. until 4:30 p.m. Proposals must be enclosed in a sealed envelope addressed to the Township Clerk marked "DISPOSAL OF LEAVES" and must clearly set forth the contract price on the bid form within the bid package.

Bidders are required to comply with the requirements of P.L. 1975, C., 127 (N.J.A.C. 17:27).

This bid is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et. seq.

Colts Neck Township may reject any bid not prepared and submitted in accordance with the bid package provisions, may waive any informalities in the bids and may reject any and/or all bids.

Bids may not be withdrawn within thirty (30) days after day of said opening.

Trina Lindsey, RMC
Township Clerk

BIDDERS CHECK LIST

<u>ITEM</u>	<u>CHECK</u>
Affirmative Action Requirements	_____
Non-Collusion Certificate	_____
Insurance Requirements	_____
NJ Business Registration Certificate	_____
Form W-9	_____
Affirmative Action Evidence Requirements	_____
Disclosure Statement	_____
Information Required in Specifications	_____
Proposal Form (2 signed copies)	_____

THIS CHECK LIST IS INTENDED AS A GUIDE ONLY
TO HELP BIDDERS IN THE
SUBMISSION OF COMPLETE BID PACKAGES.

INFORMATION FOR BIDDERS

I. GENERAL

- (a) Before submitting a proposal, each bidder must make a careful examination of conditions and specifications and fully themselves as to any special condition, contract, and other documents.
- (b) Colts Neck Township may reject any bid not prepared and submitted in accordance with the provisions hereof, may waive any informalities in the bids and may reject any and/or all bids.
- (c) No bid shall be considered which is not based upon these specifications and other contract documents attached or made a part hereto. Further, no bid shall be considered which is not properly executed or which is not accompanied with proposal security in the form and amount as set forth herein.
- (d) No oral, telegraph, e-mail, or telephone bids or modifications will be considered.

II. RECEIPT AND OPENING OF BIDS

Bids will be received by the Township Clerk as outlined in the Notice to Bidders and/or his/her authorized representatives.

III. PROPOSAL SECURITY

Each bid must be accompanied by a check in the amount of \$2,500.00, payable to Colts Neck Township. Bid security of all except the apparent three (3) lowest responsible bidders shall be returned, if requested, after ten (10) days from the opening of bids (Sunday and holidays excepted). On return of said security, that bid shall be considered as officially withdrawn.

Otherwise, within three (3) days after awarding of the contract and the approval of the contractor's performance bond, the bid securities of the remaining bidders shall be returned.

IV. SIGNATURES

Bids shall be signed with the full name of the bidder or an authorized agent of the bidder. If the bidder is a corporation, the bid shall be signed by a properly authorized officer of the corporation.

The bid shall indicate whether the bidder is an individual, a partnership, or a corporation. In case of a partnership, the full name of each individual partner shall be given. In case of a corporation, the corporation's name with the name of the State under which it is incorporated, and the names of its officers shall be given.

A statement setting forth the names and addresses of all stockholders if a corporation, or partners if a partnership, who own ten percent (10%) or more of the interest in the business, must be submitted with this bid unless previously filed with the Township.

V. AWARD OF CONTRACT AND ITS EFFECT

Within sixty (60) days after the opening of the bids, the Township Committee will act upon them. The award of a contract will be given for the successful bidder by notice in writing signed by a duly authorized representative of the Township. No other act of the Township or any official shall constitute the award of the bid. The award of the bid shall bind the successful bidder to execute the contract and to be responsible for liquidated damages as herein before provided. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution of an agreement of contract. The acceptance of a bid as provided herein shall constitute the award of the contract.

VI. OBLIGATIONS OF BIDDERS

At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all contract documents. The failure or omission of any bidder to receive any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his proposal.

VII. FORM OF PROPOSAL

All bids must be submitted on forms within the bid package obtained from the Township Clerk.

Bids must be enclosed in sealed envelopes, addressed to Colts Neck Township, bearing on the outside the name and address of the bidder, and must be delivered at the place and time set in the advertisement. Bids received after the hour herein named or in unsealed envelopes or without the bidder's name on the outside thereof will not be considered.

VIII. IDENTICAL BIDS

The U. S. Department of Justice investigates identical bidding for property and services pursuant to public invitation for bids. Also, pursuant to Executive Order 10936, April 24, 1961, identical bids received by Colts Neck Township will be reported to the U.S. Attorney General with all information relative to identical bids.

GENERAL CONDITIONS

1. THE BIDDER MUST SUBMIT HIS PROPOSAL ON THE ENCLOSED FORM AND MUST FURNISH ALL PERTINENT INFORMATION. FAILURE TO EXECUTE THIS FORM MAY BE JUST CAUSE FOR REJECTION OF BID.
2. AWARD OF CONTRACT SHALL BE BY RESOLUTION OF THE TOWNSHIP COMMITTEE OF COLTS NECK TOWNSHIP.
3. FOR PURPOSE OF EVALUATION, THE BIDDER MUST INDICATE ANY VARIANCE TO OUR SPECIFICATIONS, TERMS AND/OR CONDITIONS, NO MATTER HOW SLIGHT. IF VARIATIONS ARE NOT STATED IN THE PROPOSAL, IT WILL BE CONSTRUED THAT BID FULLY COMPLIES WITH OUR SPECIFICATIONS.
4. COLTS NECK TOWNSHIP RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, IF DEEMED TO BE IN THE BEST INTEREST OF COLTS NECK TOWNSHIP TO DO SO.
5. THE CONTRACT IS TO BE ENTERED INTO AND EXECUTED BY THE SUCCESSFUL BIDDER AND COLTS NECK TOWNSHIP WITHIN A PERIOD OF SIXTY DAYS AFTER ACCEPTANCE OF THE BID.
6. PAYMENT SHALL BE MADE IN THE FOLLOWING MANNER; AFTER SATISFACTORY PERFORMANCE, THE CONTRACTOR SHALL SUBMIT A MONTHLY DETAILED BILL AND CERTIFIED VOUCHER FOR SERVICES RENDERED. THE TOWNSHIP WILL CHECK FOR ACCURACY AND FORWARD INVOICE AND VOUCHER THROUGH THE PRESCRIBED CHANNELS FOR PAYMENT.
7. THE TOWNSHIP WILL NOT ASSUME RESPONSIBILITY FOR BIDS FORWARDED BY MAIL. IT IS THE BIDDER'S RESPONSIBILITY TO SEE THAT BIDS ARE PRESENTED TO THE TOWNSHIP ON THE HOUR AND AT THE PLACE DESIGNATED.
8. THE TOWNSHIP IS EXEMPT FROM ALL FEDERAL, STATE AND MUNICIPAL EXCISE, SALES AND OTHER TAXES.
9. FAILURE TO OFFER A COMPLETE BID, ON ALL SECTIONS OF THIS INVITATION, MAY BE JUST CAUSE FOR REJECTION OF THE BID AS NOT MEETING SPECIFICATIONS.
10. IN THE EVENT OF TIE BIDS, THE TOWNSHIP SHALL HAVE THE AUTHORITY TO AWARD CONTRACTS TO THE VENDOR SELECTED BY THE TOWNSHIP AT ITS SOLE DISCRETION.

11. DURING THE TIME THAT THIS PROJECT IS BEING ADVERTISED FOR BIDS ALL ADDENDUMS TO THE PLANS, SPECIFICATIONS OR CONTRACT CONDITIONS WILL BE COMMUNICATED TO ALL BIDDERS BY CERTIFIED MAIL SO AS TO ENSURE THAT THEY WILL HAVE ALL AVAILABLE SUPPLEMENTAL INFORMATION BEFORE BIDS ARE RECEIVED BY THE TOWNSHIP.
12. THE BIDDER IS ADVISED THAT SUBLETTING OR SUBCONTRACTING OF THE ENTIRE CONTRACT WILL NOT BE PERMITTED.
13. ALL ERASURES, INTERPOLATIONS AND OTHER PHYSICAL CHANGES TO THE BID PROPOSAL FORM SHALL BE INITIALED BY AN APPROPRIATE OFFICIAL OF THE BIDDER.
14. **BIDS WILL BE ACCEPTED BY THE TOWNSHIP CLERK UNTIL 10:00 A.M., TUESDAY, AUGUST 31, 2021 AT THE COLTS NECK TOWNSHIP MUNICIPAL BUILDING, 124 CEDAR DRIVE, COLTS NECK, NJ 07722.**
15. **BIDS SHALL BE IN A SEALED ENVELOPE, WHICH SHALL BE MARKED "SEALED BID FOR THE DISPOSAL OF LEAVES"**
16. EACH SUCCESSFUL BIDDER MUST AGREE TO COMPLY WITH P.L. 1975c127 (AFFIRMATIVE ACTION), P.L. 1977c33 (NON-COLLUSION), AND P.L. 1977c33 (DISCLOSURE).
17. **BIDDERS MUST INCLUDE A CURRENT NJ BUSINESS REGISTRATION CERTIFICATE WITH YOUR BID. FAILURE TO SUBMIT SAID CERTIFICATION WILL RESULT IN DISQUALIFICATION OF YOUR BID.**

INSURANCE REQUIREMENTS

THE CONTRACTOR SHALL NOT COMMENCE ANY WORK UNTIL HE OBTAINS, AT HIS OWN EXPENSE, ALL THE REQUIRED INSURANCE. NOTHING CONTAINED IN THESE INSURANCE REQUIREMENTS IS TO BE CONSTRUED AS LIMITING THE EXTENT OF THE CONTRACTOR'S RESPONSIBILITY FOR PAYMENT OF DAMAGES RESULTING FROM HIS OPERATIONS UNDER THE CONTRACT.

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN INSURANCE WITH COMPANIES SATISFACTORY TO THE TOWNSHIP AS FOLLOWS:

- A. WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE COVERING ALL OF THE CONTRACTOR'S EMPLOYEES DIRECTLY OR INDIRECTLY ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. THIS INSURANCE SHALL COMPLY WITH THE STATUTORY REQUIREMENTS OF THE STATE OR STATES INVOLVED AND SHALL HAVE AN EMPLOYER'S LIABILITY INSURANCE LIMIT OF NOT LESS THAN \$500,000.
- B. COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTOR'S PROTECTIVE, COMPLETED OPERATIONS AND CONTRACTUAL LIABILITY INSURANCE WITH MINIMUM LIMITS OF NOT LESS THAN A COMBINED SINGLE LIMIT OF \$2,000,000. THE PROPERTY DAMAGE LIABILITY INSURANCE SHALL INCLUDE THE BROAD FORM PROPERTY DAMAGE LIABILITY ENDORSEMENT AS WELL AS COVERAGE FOR THE EXPLOSION, COLLAPSE AND UNDER GROUND (XCU) HAZARDS. ALL LIABILITY COVERAGES SHALL BE ON AN OCCURRENCE BASIS.
- C. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE COVERING CONTRACTOR FOR CLAIMS ARISING FROM ALL OWNED, HIRED AND NON-OWNED VEHICLES WITH LIMITS OF NOT LESS THAN A COMBINED SINGLE LIMIT OF \$2,000,000.00.
- D. CONTRACTUAL LIABILITY INSURANCE MUST BE INCLUDED IN THE COMPREHENSIVE GENERAL LIABILITY INSURANCE DESCRIBED IN SUB-PARAGRAPH B ABOVE, SPECIFICALLY INSURING THE INDEMNIFICATION CLAUSE SPECIFIED HEREINAFTER.
- E. POLICY LIMITS LISTED ABOVE ARE MINIMUM UNLESS DIFFERENT AMOUNTS EXPRESSLY CALLED FOR IN SPECIFICATIONS FOR THE ITEM BID, AND WHEREVER THE LAW REQUIRES HIGHER LIMITS, THE HIGHER LIMITS SHALL GOVERN.
- F. CERTIFICATES OF THE INSURANCE REQUIRED ABOVE MUST BE FILED WITH THE TOWNSHIP BEFORE THE CONTRACT IS SIGNED. THE COMPREHENSIVE GENERAL LIABILITY CERTIFICATE MUST SPECIFICALLY STATE THAT

STANDARD CONTRACTUAL LIABILITY INSURANCE IS IN FORCE INSURING INDEMNIFICATION CLAUSE, AND THE INDEMNIFICATION CLAUSE MUST BE TYPED ON THE CERTIFICATE. ALL CERTIFICATES MUST PROVIDE FOR 15 DAYS PRIOR WRITTEN NOTICE TO THE OWNER OF POLICY CANCELLATION OR MATERIAL CHANGE.

- G. POLICIES SHALL REMAIN IN FORCE AND/OR RENEWED FOR THE DURATION OF THE CONTRACT PERIOD.
- H. INDEMNIFICATION CLAUSE: "THE CONTRACTOR SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND THE TOWNSHIP, ITS OFFICERS AND EMPLOYEES AND AGENTS, FROM ANY AND ALL LIABILITY CLAIMS, LOSSES OR DAMAGE ARISING OR ALLEGED TO ARISE FROM THE PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF THE OWNER".
- I. THE TOWNSHIP WILL BE NAMED AN ADDITIONAL INSURED ON ALL INSURANCE POLICIES OF THE SUCCESSFUL BIDDER TO BE PROVIDED UNDER THESE SPECIFICATIONS.

DISCLOSURE STATEMENT (P.L. 1977, CHAPTER 33)

THE FOLLOWING STATEMENT IS A LIST OF ALL STOCKHOLDERS IN THIS CORPORATION OR PARTNERS IN THIS PARTNERSHIP WITH 10% OR GREATER INTEREST HEREIN, AS THE CASE MAY BE.

THIS FORM IS NOT NEEDED FOR A CORPORATION WHOSE STOCK IS TRADED ON THE NEW YORK OR AMERICAN STOCK EXCHANGES.

BID ITEM: _____

NAME OF CORPORATION
OR PARTNERSHIP _____

DATE OF BID: _____

<u>NAME</u>	<u>ADDRESS</u>	NUMBER OF STOCK OR % OF INTEREST IN <u>PARTNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(STATEMENT SUPPLEMENT PERMITTED IF NEEDED)

NON-COLLUSION BIDDING CERTIFICATION

RE:

DATE:

"BY SUBMISSION OF THIS BID, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF:

1. THE PRICES IN THIS BID HAVE BEEN ARRIVED AT INDEPENDENTLY WITHOUT COLLUSION, CONSULTATION, COMMUNICATION, OR AGREEMENT, FOR THE PURPOSE OF RESTRICTING COMPETITION, AS TO ANY MATTER RELATING TO SUCH PRICES WITH ANY OTHER BIDDER OR WITH ANY COMPETITOR;
2. UNLESS OTHERWISE REQUIRED BY LAW, THE PRICES WHICH HAVE BEEN QUOTED IN THIS BID HAVE NOT BEEN KNOWINGLY DISCLOSED BY THE BIDDER AND WILL NOT KNOWINGLY BE DISCLOSED BY THE BIDDER PRIOR TO OPENING, DIRECTLY OR INDIRECTLY, TO ANY OTHER BIDDER OR TO ANY COMPETITOR;
3. NO ATTEMPT HAS BEEN MADE OR WILL BE MADE BY THE BIDDER TO INDUCE ANY OTHER PERSON, PARTNERSHIP, OR CORPORATION TO SUBMIT OR NOT TO SUBMIT A BID FOR THE PURPOSE OF RESTRICTING COMPETITION".

SIGNATURE _____

NAME/TITLE _____

CORPORATION _____

ADDRESS _____

TELEPHONE NO. _____

Sworn and subscribed before me
this _____ day of _____ 20____.

(Notary Seal)

COLTS NECK TOWNSHIP

SPECIFICATIONS

DISPOSAL OF LEAVES

Prospective bidders must meet or submit the following additional information in support of a bid for DISPOSAL OF LEAVES.

1. Provide copies of required State or County permits for leaf disposal and composting.
2. Provide a statement that your site or sites can accommodate an estimated 18,000 cubic yards of leaves in each of the two disposal seasons of 2021/2022 and 2022/2023 with a third-season option which must be approved by Colts Neck Township of 2023/2024.
3. Provide the exact location or locations where the Township will dispose of leaves.
4. Provide a statement that your facility has a hard surface or can safely handle heavy trucks depositing leaves in wet conditions.
5. Bids will only be accepted for Monmouth County certified sites within 15 miles of the Colts Neck Township Department of Public Works yard located at 231 Route 34, Colts Neck, NJ 07722.

COLTS NECK TOWNSHIP

PROPOSAL FORM

DISPOSAL OF LEAVES

FOR DISPOSAL SEASONS 2021/2022 AND 2022/2023*

**BIDS WILL ONLY BE ACCEPTED FOR MONMOUTH COUNTY CERTIFIED
SITES WITHIN 15 MILES OF THE COLTS NECK TOWNSHIP DEPARTMENT
OF PUBLIC WORKS YARD LOCATED AT 231 ROUTE 34, COLTS NECK,
NEW JERSEY 07722**

Bids shall be awarded by multiplying the price per cubic yard times an estimated 18,000 cubic yards to be disposed of.

Price per cubic yard \$ _____

Name: _____

Address: _____

Address of Disposal Site (if different than above):

Title: _____

Telephone: _____

Signature: _____

Date: _____

***THE TOWNSHIP RESERVES THE RIGHT TO AWARD THIS BID FOR A ONE OR
TWO SEASON CONTRACT WITH AN OPTION OF A THIRD SEASON OF 2023/2024**

ATTEST:

COLTS NECK TOWNSHIP

Trina Lindsey, RMC
Administrator
Municipal Clerk
(Seal)

By: _____
Kathleen Capristo, Township

By: _____
Michael Viola, Mayor

And

By: _____
(Company Name)

Secretary/Treasurer

By: _____
Signature of Principal
(Corp Seal)

COLTS NECK TOWNSHIP

PROPOSAL FORM

DISPOSAL OF LEAVES

FOR DISPOSAL SEASONS 2021/2022 AND 2022/2023*

**BIDS WILL ONLY BE ACCEPTED FOR MONMOUTH COUNTY CERTIFIED
SITES WITHIN 15 MILES OF THE COLTS NECK TOWNSHIP DEPARTMENT
OF PUBLIC WORKS YARD LOCATED AT 231 ROUTE 34, COLTS NECK,
NEW JERSEY 07722**

Bids shall be awarded by multiplying the price per cubic yard times an estimated 18,000 cubic yards to be disposed of.

Price per cubic yard \$ _____

Name: _____

Address: _____

Address of Disposal Site (if different than above):

Title: _____

Telephone: _____

Signature: _____

Date: _____

***THE TOWNSHIP RESERVES THE RIGHT TO AWARD THIS BID FOR A ONE OR
TWO SEASON CONTRACT WITH AN OPTION OF A THIRD SEASON OF 2023/2024**

ATTEST:

COLTS NECK TOWNSHIP

Trina Lindsey, RMC
Administrator
Municipal Clerk
(Seal)

By: _____
Kathleen Capristo, Township

By: _____
Michael Viola, Mayor

And

By: _____
(Company Name)

Secretary/Treasurer

By: _____
Signature of Principal
(Corp Seal)