BASS RIVER TOWNSHIP

BURLINGTON COUNTY, NEW JERSEY

SPECIFICATIONS, PROPOSAL AND CONTRACT DOCUMENTS

SOLID WASTE COLLECTION

CONTRACT NO. BR2026-1

September 2026

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Attachment #1 Procurement and Service Contract - Mandatory Language

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Township of Bass River is soliciting sealed bid proposals from qualified solid waste collectors to provide solid waste collection and/or disposal services for a two (2) year contract term commencing January 1, 2027 and expiring December 31, 2028. The Township of Bass River reserves the option, at its sole discretion, to renew the contract for up to two (2) additional one (1) year terms, subject to the terms and conditions set forth in these Bid Specifications and in accordance with N.J.A.C. 7:26H-6 et seq.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will be published in the Press of Atlantic City, and the State of New Jersey online advertisement portal and *https://bassriver-nj.org* no later than seven days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

1.3 BID OPENING

All bid proposals will be publicly opened and read at the Municipal Building, 3 North Maple Ave., New Gretna, NJ 08087. Bids must be delivered no later than November 19, 2026 at 2 PM, prevailing time. All bid proposals will be dated and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

Bid packages may be obtained from the Township Clerk's office during regular business hours between 9:00 am and 4:00 pm, Monday through Friday, excluding holidays at 3 North Maple Ave., New Gretna, New Jersey 08087. Bidders may also download the documents from the Township website at *https://bassriver-nj.org* or request an email copy from the Township clerk.

1.4 DOCUMENTS TO BE SUBMITTED

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

1. A photocopy of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;

2. Questionnaire setting forth experience and qualifications;

3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed $20,000; payable to the Township of Bass River;

4. Non-collusion affidavit;

5. Stockholder statement of ownership;

6. Certificate of surety;

7. Certification regarding investment activities in Iran, in accordance with N.J.S.A. 52:32-58; and

8. Bid Proposal.

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

2. DEFINITIONS

"Bid proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

"Bid guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful bidder

will enter into a contract.

"Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services contained herein.

"Certificate of insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Collection site" means the location of waste containers on collection day.

"Collection source" means a generator of designated collected solid waste to whom service will be provided under the contract.

"Consent of surety" means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.

"Contract" means the written agreement executed by and between the successful bidder and the governing body and shall include the bid proposal, and the bid specifications.

"Contract administrator" is the person authorized by the contracting unit to procure and administer contracts for solid waste collection services.

"Contracting unit" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

"Contractor" means the lowest responsible bidder to whom award of the contract

shall be made.

"Designated collected solid waste" means solid waste. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal facility" means those sites designated in the Burlington County Solid Waste Management Plan for use by the Township of Bass River.

BURLINGTON COUNTY RESOURCE RECOVERY COMPLEX (LANDFILL) 22000 BURLINGTON-COLUMBUS ROAD, FLORENCE NJ, 08518

"Governing body" means the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of a, municipality as further defined at N.J.A.C. 40A:11-2.

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including:

NEW YEARS DAY, MARTIN LUTHER KING DAY, PRESIDENTS DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, VETERANS DAY, THANKSGIVING DAY, CHRISTMAS DAY.

"Proposal forms" mean those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.

"Service Area" means the geographic area described below. The service area is as follows: Bass River Township Convenience Center located at: 51 South Maple Avenue, New Gretna, New Jersey.

"Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Township of Bass River in the advertisement for bids.

C. Each bidder shall sign, where applicable, all bid submissions as follows:

1. For a corporation, by a principal executive officer;

2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or

3. A duly authorized representative if:

a. The authorization is made in writing by a person described in sections 1 and 2 above; and

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

D. The bid proposal contains option bids. The Township of Bass River may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination

of options is the lowest responsible bidder; provided, however, the Township of Bass River shall not award the contract based on the bid price for separate options.

E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2. BID GUARANTEES

A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Township of Bass River in the amount of 10% of the highest aggregate 2 year bid submitted, not to exceed twenty thousand dollars ($20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Township of Bass River.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Township of Bass River.

3.4. "BRAND NAME OR EQUIVALENT'

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Township of Bass River.

3.5. COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract.

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;

B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and

C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.

3.7. NO ASSIGNMENT OF BID

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Township of Bass River agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

4. AWARD OF CONTRACT

4.1. GENERALLY

A. The Township of Bass River shall award the contract or reject all bids within the time

specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Township of Bass River's decision, in writing, by certified mail.

B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.

C. The Township of Bass River reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Township of Bass River rejects all bids, the Township of Bass River shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

D. The Township of Bass River expressly reserves the right to waive any non-material informality in bids received and to reject any or all bids pursuant to law.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Township of Bass River shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Township of Bass River to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Township of Bass River shall determine whether a bidder is "responsible" in accordance

with N.J.S.A. 40A:11-6.1 and N.J.A.C. 7:26H-6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4. PERFORMANCE BOND

A. For a one-year contract, the successful bidder shall provide a one-year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond with bid package submission.

B. Failure to provide the required one-year performance bond at the time and place specified by the Township of Bass River 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 Township of Bass River may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.

C. For a two (2) year contract 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 as part of the bid submission. The performance bond for each succeeding year shall be delivered to the Township of Bass River with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Township of Bass River to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an

amount to the costs incurred by the Township of Bass River in re-bidding the contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

4.6. VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the Township of Bass River will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal.

4.7. ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Township of Bass River may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

PROVIDE TRANSPORTATION AND DISPOSAL OF ONE 30 CUBIC YARD BREAKAWAY

COMPACTOR CONTAINER from the Bass River Township Convenience Center to the Burlington County Solid Waste Disposal Facility in Florence NJ. The empty container shall be returned to the Bass River Township Convenience Center. Township of Bass River will provide 24 hour notice to the contractor for pick up of container when full; ***AND***

PROVIDE TRANSPORTATION AND DISPOSAL OF TWO (2) 30 CUBIC YARD OPEN TOP CONTAINERS from the Bass River Township Convenience Center to the Burlington County Solid Waste Disposal Facility in Florence, NJ. The empty container shall be returned to the Bass River Township Convenience Center. Township of Bass River will provide 24 hour notice to the contractor for pick up of containers when full.

5.1. SERVICES

The Township of Bass River reserves the right, in its sole discretion, to require all services specified in the Bid Specifications for the initial two (2) year contract term, as well as for up to two (2) optional one (1) year renewal terms, in accordance with the requirements set forth herein.

5.2. CONTAINERS

Provide ONE (1) 30 CUBIC YARD BREAKAWAY COMPACTOR CONTAINER and TWO (2) 30 CUBIC YARD ROLL OFF CONTAINERS to the Bass River Township Convenience Center.

5.3. COLLECTION SCHEDULE

A. The contractor shall receive at least 24 hour notice to remove container once it has reached capacity.

5.4. SOLID WASTE DISPOSAL

A. All solid waste collected within the Township of Bass River shall be disposed of in accordance with the Burlington County Solid Waste Management Plan. For the term of this contract,

all waste collected pursuant to the terms of the contract shall be disposed of at the Burlington County Solid Waste Disposal Facility in Florence NJ.

B. The Township of Bass River reserves the right to designate another disposal facility in accordance with the Burlington County Solid Waste Management Plan or in the event that the designated Disposal Facility is unable to accept waste. The Township of Bass River will assume all additional costs or benefits that are associated with such designation.

5.5. VEHICLES AND EQUIPMENT

A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.

B. All collection trucks shall be fully capable of carrying 30 yard roll off containers. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles.

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.

D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

5.6. NAME ON VEHICLES

The name, address and service phone number of the Contractor shall be placed clearly and distinctly on both sides of all vehicles used in connection with the collection services.

5.7. TELEPHONE FACILITIES AND EQUIPMENT

A. The Contractor must provide and maintain an office within reasonable proximity of the Township of Bass River with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.

B. Telephone service shall be maintained Monday through Saturday, between the hours of 8:00AM and 5:00PM. The Township of Bass River shall list the Contractor's telephone number in the Telephone directory along with other listings for the Township of Bass River.

5.8. FAILURE TO COLLECT

A. The Contractor shall report to the Contract Administrator, within twelve (12) hours of the request for transport, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the following day.

5.9. COMPLAINTS

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint log shall be available for inspection by the Township of Bass River.

B. The Contractor shall submit a copy of all complaints received, and the action taken to the Township of Bass River.

5.10. SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract.

5.11. INVOICE AND PAYMENT PROCEDURE

A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.

1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Township of Bass River for the preceding calendar month (the "Billing Month").

2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Township of Bass River for reimbursement.

B. The Township of Bass River shall pay all invoices within 30 days of receipt. The Township of Bass River will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township of Bass River shall have 30 days from the date of receipt of the corrected invoice to make payment.

C. Invoices shall specify the type of vehicle used for collection in the contracting unit, and the number of cubic yards and the tonnage of the material disposed of, and the date of disposal, during the billing month.

D. The Contractor shall submit the disposal invoice (tipping receipt) setting forth the costs (including all taxes and surcharges) of disposal billed.

In the event the Contractor has paid the costs of disposal, the Township of Bass River shall

reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility; however the disposal facility typically bills the municipality directly The invoices shall specify the number and type of vehicle used for collection; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

1. the amount of the invoice;
2. the origin of the waste;
3. the truck license plate number;
4. the total quantity and weight of the waste; and
5. the authorized tipping rate plus all taxes and surcharges.

E. Where the Township of Bass River pays the costs of disposal, the disposal facility shall bill the Township of Bass River directly for all costs (including taxes and surcharges).

5.12. COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Township of Bass River shall notify the contractor and specify how the employee is incompetent or disorderly and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the contract must possess a valid New Jersey driver's license for the type of vehicle operated.

5.13. SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Contract Administrator, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of

the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes.

5.14. INSURANCE REQUIREMENTS

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. The insurance policy shall name the Township of Bass River as an Additional Named insured indemnifying the Township of Bass River with respect to the Contractor's actions pursuant to the Contract.

5.15. CERTIFICATES

Upon notification by the Township of Bass River, the lowest responsible bidder shall supply to the Contract Administrator, within five days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.16. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Township of Bass River from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Township of Bass River on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or form any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

____ (a). 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.

____ (b). Statement of bidder's qualifications, experience and financial ability.

____ (c). A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Township of Bass River.

____ (d). Stockholder statement of ownership.

____ (e). Non-collusion affidavit.

____ (f). Consent of surety

____(g). Certification regarding investment activities in Iran in accordance with N.J.S.A. 52:32-58

____ (h). Proposal.

Name of Firm or Individual	**Title**
Signature	**Date**

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

Name _____
Complete Address _____
_____

TelephoneNumber_____

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 BURLINGTON } SS: SOLID WASTE COLLECTION

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

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

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Township of Bass River 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 Township of Bass River 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 Township of Bass River 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 Township of Bass River, 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 Township of Bass River with any information necessary to verify the answers given.

_____ _____

Name of Firm or Individual **Title**

_____ _____

Signature **Date**

Subscribed and sworn to before me this

_____ day of _____ 20___.

Notary Public of

My Commission expires _____, 20___.

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 Township of Bass River. 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 Township of Bass River 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 Township of Bass River 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 at a minimum the bidders 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

GENERAL INSTRUCTIONS FOR BONDS AND DEPOSITS

1. INSTRUCTIONS:

   (a)The "Bid Bond" form shall be used for the protection of the Owner in receiving bids. This Bond shall be for ten percent of the Bid amount.

   (b)The "Performance Bond" form shall be used for constriction work or the furnishing of supplies whenever a bond is required. This Bond shall be for one-hundred percent of the Bid amount.

   (c)The "Payment Bond" form, for the protection of person supplying labor and materials, shall be used on all contracts where such bond is required.

   (d)The "Maintenance Bond" form for the protection of the Owner shall be used on all contracts where such bond is required.

   (e)The Bidder or Contractor, in lieu of any of the above Bonds may submit a deposit in the same amount in the form of a bank treasurer's, cashier's, or certified check.

2. The surety on each bond must be a responsible surety company, which is qualified to do business in New Jersey and satisfactory to the Owner.

3. The name, including fill Christian name, and residence of each individual party to the bond shall be inserted on the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine, Massachusetts or New Hampshire, and adhesive seal shall be affixed opposite the signature.

4. If the principals are partners, their individual names will appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.

6. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

7. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate, there may be attached to the bond

copies of so much of the records of the corporation as will show the official character and authority of the office signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

8. The date of this bond must not be prior to the date of the contract in connection with which it is given.

9. The Surety company shall supply a balance sheet setting forth the Assets and Liabilities of the Surety. Said balance sheet shall be for a twelve month period immediately preceding the issuance of the Bond.

10. No Bond shall be accepted from any surety company without the aforementioned information attached thereto.

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____as Principal, and

_____ as Surety, are hereby held and firmly bound unto the BASS RIVER TOWNSHIP, in the County of Burlington, as OWNER, in the penal sum of

_____
_____

WORDS FIGURES

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, sucessors and assigns. Signed this

_____ day of _____, 20___

The condition of the above obligation is such that whereas the Principal has submitted to the BASS RIVER TOWNSHIP, in the County of Burlington, New Jersey, a certain Bid, attached hereto and made a part hereof to enter into a contract in writing, for the SOLID WASTE COLLECTION.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate

(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 his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall sign 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 herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extensions of the time within the Owner may accept such Bid; and said Surety does hereby waive the notice of any such extension.

Bid Bond

IN WITNESS THEREOF, 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

BY_____ Telephone_____

_____ Telephone_____
Surety

SEAL BY: _____

6.5 **STOCKHOLDERS DISCLOSURE CERTIFICATION**

This Statement Shall Be Included with Bid Submission

Name of Business:

_____

□ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

□ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

□Partnership	□Corporation	□Sole Proprietorship
□Limited Partnership	□Limited Liability Corporation	□Limited Liability Partnership

□Subchapter S Corporation

State of Incorporation/Registration:

_____

Sign and notarize the form below, and, if necessary, complete the stockholder list below for all stockholder.

Stockholders:

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

_____

Subscribed and sworn to
before me this ___ day of

_____
(Affiant)

_____, 2026.

My Commission expires _____

(Corporate Seal)

(SEAL)

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.:SOLID WASTE COLLECTION

I,_____, of the City of _____ in the State of New Jersey, 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 Township of Bass River 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 _____ 2026.

Notary Public of

My Commission expires _____, 20___.

6.7 CONSENT OF SURETY

[USE FORM SUPPLIED BY SURETY COMPANY]

6.8 PROPOSAL

Proposal for Solid Waste Collection beginning January 1, 2027.

TOWNSHIP OF BASS RIVER:

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 Proposal sheets.

_____
Signature Affix seal if a corporation.

_____
Title

6.8 PROPOSAL

Provide TRANSPORTATION & DISPOSAL for ONE 30 CUBIC YARD BREAKAWAY

COMPACTOR CONTAINER from the Bass River Township Convenience Center to the Burlington County Solid Waste Disposal Facility in Florence NJ. The empty container shall be returned to the Bass River Township Convenience Center. 24 hour notice will be provided to the contractor for pickup once container has reached capacity .

SOLID WASTE

Year 1 $_____/One Pickup Per Round Trip

_____

(Dollar amount in words)

Year 2 $_____/One Pickup Per Round Trip

_____

(Dollar amount in words)

Township reserves the right, in its sole discretion to renew the contract for up to two (2) additional one (1) year terms.

Year 3 $_____/One Pickup Per Round Trip

_____

(Dollar amount in words)

Year 4 $_____/One Pickup Per Round Trip

_____

(Dollar amount in words)

Waste Directed to: _____[NAME OF FACILITY]
_____[ADDRESS]
_____

_____ _____

Individual **Name of Firm or Title**

_____ _____

Date **Signature**

Provide TRANSPORTATION & DISPOSAL for 30 CUBIC YARD ROLL OFF CONTAINER from the Bass River Township Convenience Center to the Burlington County Solid Waste Disposal Facility in Florence NJ. The empty container shall be returned to the Bass River Township Convenience Center. 24 hour notice will be provided to the contractor for pickup.

SOLID WASTE

Year 1 $_____/One Pickup Per Round Trip

_____
(Dollar amount in words)

Year 2 $_____/One Pickup Per Round Trip

_____
(Dollar amount in words)

Township reserves the right, in its sole discretion to renew the contract for up to two (2) additional one (1) year terms.

Year 3 $_____/One Pickup Per Round Trip

_____
(Dollar amount in words)

Year 4 $_____/One Pickup Per Round Trip

_____
(Dollar amount in words)

Waste Directed to: _____[NAME OF FACILITY]
_____[ADDRESS]
_____

_____ _____
Individual **Name of Firm or Title**

_____ _____
Date **Signature**

7. CONTRACT DOCUMENTS

7.1. CONTRACT

THIS AGREEMENT, made and executed at the Township of Bass River, Burlington County, New Jersey, this ___ day of _____, 20__, by and between the Township of Bass River, hereinafter called the OWNER and

a _____ of _____hereinafter called the "Contractor."
(Business entity) (State)

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the OWNER for the prices stipulated in and proposal herein contained or hereunto annexed and under the penalty expressed in bonds bearing even date with these presents, and herein contained or here unto annexed, to furnish at their own cost and expense all the necessary materials, labor, superintendence, tools and appliances and shall execute in an expeditious and workmanlike manner.

SOLID WASTE COLLECTION

Contract BR2026-1, for the price of

Year #1 $_____/Per Trip
Year #2 $_____/Per Trip
Year #3 $_____/Per Trip (TOWNSHIP OPTION TO EXTEND)
Year #4 $_____/Per Trip (TOWNSHIP OPTION TO EXTEND)

Commencing January 1, 2027, and expiring on December 31, 2028, with the Township having the option, in the Township's sole discretion, to two (2) optional one (1) year extensions, and executing the same within the time and in the manner specified and in conformity with the requirements set forth in the specifications herein contained or hereunto attached and in accordance with the contract drawings of said work on file in the office of the OWNER and all to the acceptance of the OWNER.

The Contractor shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof at such times in such order as the OWNER may direct. Further, they shall complete the whole of the said work in accordance with the specifications and to the satisfaction of the OWNER.

The OWNER shall not be liable to the Contractor for any neglect, default, delay, or interference of or by any other contractor, nor shall any such neglect, default, delay or interference of any other release the Contractor from the obligation to finish the said work within the time aforesaid or from the damages paid in default thereof.

It is hereby mutually agreed that the OWNER is to pay and the Contractor is to receive the prices stipulated in the Proposal herein contained or hereto annexed, as full compensation for furnishing

all materials and labor in building, constructing and testing, and in all respects completing with the terms and conditions of this Contract.

Subject to the application provisions of the law, this Contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the Contractor.

The Contract Documents, including Instruction to Bidders, Definitions, Bid Submission Requirements, Award of Contract, Work Specifications, Bidding Documents, Contract Documents, and Wage Rate Determinations, including all modifications thereto, are incorporated by reference into this Contract.

In witness whereof: The parties hereto have executed this Agreement the day and year first mentioned above.

Date_____

_____

Contracting Firm

Attest_____ By _____

_____

Principal of the Contracting Firm

(SEAL)

BASS RIVER TOWNSHIP
Attest_____

_ By _____
Mayor

(SEAL)

BASS RIVER TOWNSHIP

Attest_____

By _____
Clerk

(SEAL)

ACKNOWLEDGMENT OF THE MAYOR

STATE OF NEW JERSEY

COUNTY OF BURLINGTON

On this_____day of_____, 2026, William Adams, personally came and appeared, before me, being by me duly sworn, did depose and say that they are the Mayor of Bass River Township described in and who executed the foregoing instrument; that they know the seal of the said Township; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the said Township and they signed their name thereto by like order.

_____

Notary Public

(SEAL)

ACKNOWLEDGMENT OF THE CLERK

STATE OF NEW JERSEY

COUNTY OF BURLINGTON

On this_____day of_____, 2026, Jenny Gleghorn, before me personally came and appeared, to me known as the Clerk of Bass River Township, described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same as and for the act and deed of the said Township.

_____

Notary Public

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____

COUNTY OF _____

On this_____day of_____2026, before me personally came and appeared

_____, who, being by me duly sworn, did depose and say that they are

the _____ of _____, the corporation described in and which executed the foregoing instrument; and they know the seal of said corporation; that one of the seals affixed to said instrument is their name thereto by like order.

_____
Notary Public

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF A FIRM OR PARTNERSHIP

STATE OF _____

COUNTY OF _____

On this_____day of_____, 20__, before me personally came and appeared

_____, to me known to be one of the members of

the firm of _____, described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same as and for the act and deed of said firm.

_____
Notary Public
(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

On this_____day of_____, 20__, before me personally came and appeared

_____, to me known to be the person described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same.

_____
Notary Public

(SEAL)

7.2. PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

_____(Name and address or legal title of Contractor)

_____

_____Principal, hereinafter called Principal, and

_____(Legal title of Surety)

as Surety, hereinafter called Surety, a corporation authorized to execute surety bonds under the laws of the State of New Jersey, are held firmly bound unto BASS RIVER TOWNSHIP. In the County of Burlington, New Jersey as Obligee, hereinafter called Owner.

in the penal sum of _____ Dollars

($_____), for the payment of which sum well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, succors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a contract with Owner for SOLID WASTE COLLECTION which contract is by reference made a part hereof, and is herein-after referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall well and truly perform and fulfill all the under-takings, covenants, terms, conditions, and agreements of said Contract and any modifications thereof made as therein provided, during the original term of said Contract and any extensions thereof that may be granted by the Owner as therein provided, with or without notice to Surety, notice of which modification and extensions to the Surety being hereby waived, then this obligation to be null and void; otherwise to be and remain in full force and virtue.

IF WITNESS THEREOF, said Principal and Surety have executed that instrument under their several seals, the name and corporate seal of each corporate body being hereto affixed and these

presents duly signed by its undersigned representative, pursuant to authority of its governing body.

this_____day of _____, 20___

WITNESS_____
___

(PRINCIPAL) (SEAL)

_____ By _____
TITLE

WITNESS_____
___

(PRINCIPAL) (SEAL)

_____ By _____
TITLE

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } SS: SOLID WASTE COLLECTION

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

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

At all times during the performance of the collection contract, I agree to commit, for use only in the in the Township of Bass River, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in the Township of Bass River is not feasible, that the Township of Bass River will not be responsible for disposal costs for waste generated outside the Township of Bass River.

I also understand and agree that failure to comply with the representations container herein shall be cause for breach of contract and will entitle the Township of Bass River to damages arising therefrom.

_____ _____

Name of Firm or Individual **Title**

_____ _____

Signature **Date**

Subscribed and sworn to before me this

_____ day of _____ 20___.

Notary Public of

My Commission expires _____, 20___.

7.4. CERTIFICATE OF INSURANCE

[USE FORM SUPPLIED BY INSURANCE COMPANY]

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.: SOLID WASTE COLLECTION

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

I am employed by the firm of _____, the bidder submitting the Bid Proposal for the above named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

_____ _____

Name of Firm or Individual **Title**

_____

Signature **Date**

Subscribed and sworn to before me this

_____ day of _____ 20___.

Notary Public of

My Commission expires _____, 20___.

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).