

**NOTICE AND INVITATION TO BIDDERS  
BOROUGH OF MANTOLOKING  
OCEAN COUNTY, NEW JERSEY**

**CONTRACT FOR THE COLLECTION AND DISPOSAL  
OF SOLID WASTE AND RECYCLABLES**

The Borough of Mantoloking, Ocean County, New Jersey is seeking bidders to enter into a Contract to provide for the collection and disposal of solid waste and recyclables. The Borough intends to enter into a Contract with a single service provider for both solid waste and recyclable collection service.

The service to be provided shall be for collection of solid waste and recyclables curbside for a two (2) year initial term. Service during the initial and optional extension terms shall be a combination of backdoor and curbside removal, as are more particularly described in the specifications. The service is to commence June 1, 2015, with an initial contract term of two (2) years, together with three (3) one-year extension terms, at the option of the Borough.

Interested persons may obtain a bid package at the Borough Hall, 340 Drum Point Road, Brick, New Jersey 08723, Monday to Friday from 8:30 a.m. to 4:30 p.m., free of cost. Bid packages will be mailed to prospective bidders upon telephone request to the Acting Borough Clerk at 732-475-6983.

There will be a pre-bid conference at the Borough Hall, 340 Drum Point Road, Brick, New Jersey, at 10:00 a.m. on April 10, 2015.

All bids must be received by the Borough Clerk, sealed in proper form, by mail or personal delivery, not later than 11:30 a.m. on May 12, 2015, at the Borough Hall, 340 Drum Point Road, Brick, New Jersey. All bid proposals will be publicly unsealed and announced at the Borough Hall, 340 Drum Point Road, Brick, New Jersey on May 12, 2015 at 11:30 a.m. The Borough will not be responsible for the loss or non-delivery of any bid sent or delivered to the Borough prior to the time fixed for bid opening.

All bids shall be irrevocable for sixty (60) days. Submission of a bid constitutes an offer to enter into the proposed contract. The Borough reserves the right to reject any bid proposal not prepared and submitted in accordance with the provisions of N.J.S. 40A:11-1, et seq. (Local Public Contracts Law) as well as regulations set forth in the New Jersey Administrative Code (including but not limited to N.J.A.C. 7:26H-1 et seq., Solid Waste Utility Regulations) and the Instructions to Bidders. The Borough reserves the right to reject any or all bids. Bid and Performance Bonds will be required. Bidders are required to comply with the requirements of N.J.S. 10:5-31(Law Against Discrimination), N.J.A.C. 17:27-1 et seq. (affirmative action) as well as all other applicable laws.

For additional information, please contact Beverly Konopada, Acting Municipal Clerk, 732-475-6983.

**BOROUGH OF MANTOLOKING  
SOLID WASTE  
AND RECYCLABLE MATERIALS  
COLLECTION AND DISPOSAL SERVICE**

**UNIFORM BID SPECIFICATIONS**

**MARCH, 2015**

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**BOROUGH OF MANTOLOKING  
SOLID WASTE  
AND RECYCLABLE MATERIALS  
COLLECTION SERVICE**

**UNIFORM BID SPECIFICATIONS**

**1. INSTRUCTIONS TO BIDDERS:**

**1.1. THE BID:**

The Borough of Mantoloking is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and disposal services for a period of two years, with an option to extend for three additional one year terms. **The initial term of the contract will commence on June 1, 2015, and end on June 1, 2017**, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

The Contractor shall provide collection, removal, and disposal from within the territorial and geographical boundaries of the Borough of Mantoloking as described herein: that area between the Atlantic Ocean and Barnegat Bay bounded on the north by Bay Head and bounded on the south by Brick Township, as further identified on the attached Tax Map of the Borough of Mantoloking.

**1.2. CHANGES TO THE BID SPECIFICATIONS:**

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the Asbury Park Press and the Newark Star Ledger.

**1.3 PRE-BID CONFERENCE:**

A Pre-Bid Conference will be held at Borough Hall, Yogi Plaza, 430 Drum Point Road, Suites A&B, Brick, New Jersey at 10:00 a.m. on April 10, 2015.

**1.4. BID OPENING:**

All bid proposals will be publicly opened and read by the Acting Clerk of the Borough of Mantoloking at Borough Hall, Yogi Plaza, 430 Drum Point Road, Suites A & B, Brick, New Jersey on May 12, 2015, at 11:30 a.m. Bids must be delivered by hand or by mail to the Acting Borough Clerk no later than **May 12, 2015** at 11:30 a.m. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the

timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.5. **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 copy of the bidder's certificate of public convenience and necessity and a copy of a document evidencing the bidder's authorization to operate a solid waste business issued pursuant to N.J.S. 13:1E-1 *et seq.* (See Section 7.1);
2. A completed questionnaire demonstrating that the bidder has the financial ability, experience, capital and equipment necessary to perform the contract. The bidder shall answer each question fully and completely; failure to answer each question completely or to provide any of the information requested may result in rejection of the bid proposal (See Section 7.2);
3. A bid guarantee made payable to the Borough of Mantoloking which shall certify that upon the award of the contract, the successful bidder will execute the contract. The bid guarantee shall meet the requirements of Section 3.2 of these bid specifications. (See Section 7.3);
4. A non-collusion affidavit which meets the requirements set forth in Section 3.6 of these bid specifications (See Section 7.5);
5. A signed stockholder statement of ownership (See Section 7.4);
6. A consent of surety stating that the surety company will provide the bidder with a performance bond if the bidder is awarded the contract (See Section 7.6);
7. The bid proposal (See Section 7.7);
8. Business Registration Certificate - New Jersey;
9. Resolution or Authorization to Submit Bid;
10. Certification as to Investment Activity in Iran (NJSA 40A:11-2.1).

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.

1.6 **MUNICIPAL DATA:**

Bidders are advised of the following municipal data regarding the Borough of Mantoloking: (update TBS)

**RESIDENTIAL SOURCES OF WASTE:**

Single family:	<u>516</u>	# of units
Multi-family:	<u>3</u>	# of units

**NON-RESIDENTIAL SOURCES OF WASTE:**

Total	<u>2</u>	# of units
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**MUNICIPAL SOURCES OF WASTE:**

Municipal buildings	<u>2</u>	# of units
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**MUNICIPAL POPULATION:** The Borough of Mantoloking's population fluctuates seasonally. The estimated winter population is 429; the estimated summer population is 4,000.

**AREA OF MUNICIPALITY:** less than one square mile

**HISTORICAL TONNAGE REPORT:**

	<b><u>1999</u></b>	<b><u>2000</u></b>	<b><u>2001</u></b>
January	n/a	10.81	*
February	23.32	8.32	*
March	28.76	23.47	*
April	36.74	24.56	*
May	26.20	55.83	*
June	64.16	59.26	*
July	39.49	77.60	*
August	59.03	83.31	*
September	53.29	54.57	*
October	30.99	*	*
November	22.70	*	*
December	26.68	*	*

\* = more recent tonnage data not available

2. **DEFINITIONS:**

“Back door” means the area immediately adjacent to the rear entrance of the structure.

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

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

“Certificate of insurance” means a document showing that insurance policies have been written and which includes a statement of the coverage of the policy.

“Collection site” means the location of waste containers on collection day as more particularly described in paragraph 5.2 herein.

“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 the surety will provide a performance bond on behalf of the bidder in the event that the bidder is awarded the contract.

“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 administer contracts for solid waste collection services.

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

“Curbside” means that containers will be placed at the curb by the owner, emptied by the contractor and replaced at the curb for removal to the storage location by the owner.

“Designated collected solid waste” means garbage, refuse and other discarded materials resulting from domestic and community activities and shall include all other waste materials, including liquids which are accepted by the Ocean County Landfill Corp. or any alternate disposal facility designated by the Borough during the term of this Contract. 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 Ocean County Solid Waste Management Plan for use by the Borough of Mantoloking. The current designated facility is Ocean County Landfill Corp., Facility #1518B, Manchester Township, New Jersey.

“Governing body” means the Mayor and Council of the Borough of Mantoloking.

“Holiday” means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including: New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

“Legal newspaper” means the Asbury Park Press and any other newspaper designated by the Borough of Mantoloking as an official newspaper of the municipality.

“Litter” means all garbage, refuse and other discarded materials deposited in the litter receptacles belonging to the Borough.

“Proposal forms” mean the documents to be submitted by the bidder on which the prices for services to be provided under the contract are set forth.

“Recyclable material” means those materials which would otherwise become solid waste and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products, as well as those materials identified in Ordinance #263 of the Borough of Mantoloking, as amended (Revised General Ordinances of the Borough of Mantoloking, Chapter XIX)

“Residential waste” means any waste type 10, as defined at N.J.A.C. 7:26-2.13, generated by single and multiple family homes.

“Seasonal” means the winter season, October 1 through April 1.

“Service Area” means the geographic area described herein. The service area(s) is the Borough of Mantoloking, Ocean County, New Jersey. See tax map sheet attached. See Section 1.6 for municipal data.

“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.

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

### 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. Additional copies of forms may be obtained from the Borough Clerk’s Office.

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 project as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Mantoloking in the advertisement for bids. To insure delivery of a complete bid, please use the “Bid Package Checklist” provided at Article 7.

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 for a limited liability company, its manager; or
3. A duly authorized representative, if:
  - a. The authorization is made in writing by a person described in sections 1 and 2 above; and

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

D. This request for bids contains option bids. The Borough Council of the Borough of Mantoloking may, at its discretion, award the contract to the bidder whose bid price for the base term, alone, or for the combination of base term and extension term(s), is the lowest responsible bid.

E. No bidder shall change, amend or condition any portion of the bid specifications. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6 et seq., shall be rejected as non-responsive. See Section 3.3.

### 3.2. **BID GUARANTEES:**

A Bid Guarantee must accompany each Bid Proposal. The Bid Guarantee shall be in the amount of ten percent (10%) of the highest aggregate two year bid submitted, not to exceed twenty thousand dollars (\$20,000). The Bid Guarantee may, at the option of the bidder, be given by bid bond, certified check or cashier's check. The Bid Guarantee shall be signed by an authorized agent or representative of the guarantor, and not by the individual or company submitting the bid proposal. It shall be made payable to the Borough of Mantoloking. 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 Guarantee shall become the property of the Borough of Mantoloking.

### 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 Borough Council of the Borough of Mantoloking.

### 3.4. **"OR EQUAL" SUBSTITUTIONS:**

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

### 3.5. **COMPLIANCE:**

A. 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 in the performance of the contract, including but not limited to N.J.S. 13:1E-1 et seq.; N.J.S. 48:13A-1 et seq.; N.J.S. 40A:11-1 et seq.; N.J.A.C. 5:34; and N.J.A.C. 7:26.

B. Submission of a Bid Proposal serves as the bidder's representation that it has read and understands the Bid Specifications and that it has duly considered all information contained in the Bid Specifications in the course of preparing its Bid Proposal. Moreover, submission of a Bid Proposal serves as the bidder's representation that if awarded the contract, the successful bidder will not make any claims for, or have any right to, any concessions or damages because of a lack of understanding of the Bid Specifications or lack of information concerning the same.

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 shall meet the following requirements:

A. The bidder shall certify that it has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or otherwise taken any action in restraint of free, competitive bidding either alone or with any other person, corporate entity or government entity in connection with the bid proposal;

B. The bidder shall certify that 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;

C. The bidder shall certify that 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 or business has been registered and licensed by the State of New Jersey Department of Environmental Protection; and

D. The form and wording of the non-collusion affidavit is set forth in Section 7.5 of these bid specifications.

3.7. **NO ASSIGNMENT OF BID:**

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations

under the contract provided that the Borough of Mantoloking agrees in an authorized duly executed document to the assignment or other disposition. No such assignment or 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 Borough Council of the Borough of Mantoloking 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 Borough of Mantoloking's decision, in writing, by certified mail.

B. The contract will be awarded to the bidder whose bid price for the base term, alone, or for the combination of base term and extension term(s), is the lowest responsible bid. In analyzing and comparing bids submitted under Options I (Designated Vehicle) and II (Lump Sum), the Borough will include the estimated cost to the Borough of tipping fees during the term of the contract, if awarded under Option I, based upon tipping fees actually paid by the Borough from 2001 to 2003, adjusted for interim changes in tipping fees and weight. The projected rational estimated cost of tipping fees will be added to the sum bid for the service portion (Option I). The total of the service portion and the estimated tipping fees will be deemed to be the cost, to the Borough, for each bid under Option I, and will be utilized in determining the lowest responsible bid.

C. The Borough Council of the Borough of Mantoloking 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 Borough Council of the Borough of Mantoloking rejects all bids, the Borough of Mantoloking shall publish a notice of re-bid no later than ten days (Saturdays, Sundays and holidays excepted) prior to the date for acceptance of bids.

4.2. **NOTICE OF AWARD AND EXECUTION OF CONTRACT:**

A. Within fourteen calendar days of the award of the contract, the Borough of Mantoloking shall notify the successful bidder in writing, at the address set forth in the Bid Proposal, and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the

appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of Mantoloking to declare the bid proposal forfeited and to retain the successful bidder's Bid Guarantee. In such event, the Borough may award the contract to the next lowest responsible bidder, or terminate the bid process and re-bid the contract.

B. In the event that the successful bid includes a bid for one (1) year optional extended terms, the Borough of Mantoloking shall notify the successful bidder of its intention to exercise the option for any such one (1) year additional extended term no later than one hundred (100) days prior to expiration of either the two (2) year base term or the preceding one (1) year extended term.

4.3. **RESPONSIBLE BIDDER:**

The Borough of Mantoloking shall determine whether a bidder is "responsible" in accordance with N.J.A.C. 7:26H-6.8, and whether a bidder's response is most advantageous, price and other factors considered, in accordance with N.J.S. 40A:11-6.1. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected. The governing body may reject an otherwise complete Bid Proposal when the bidder has a history of intentional noncompliance with mandatory terms and conditions of similar collection contracts with any contracting unit, or has failed to perform fully a prior collection contract with the Borough.

4.4. **PERFORMANCE BOND:**

A. For the two (2) year base term 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 at the time of delivery of the executed contract, which shall be no later than seven (7) days following bidder's receipt of Notice of Award of Contract, at the Borough Offices. The "annual value of the contract" shall be included in the notice of award to the bidder and shall be equal to the total bid price for each year of the contract. The contractor shall provide a one year performance bond for the second year of the two year base term of the contract, in an amount equal to no more than 100% of the annual value of the contract for the second base term year. The performance bond for the second base term year shall be delivered to the Borough of Mantoloking with proof of full payment of the premium 120 days prior to the expiration of the current bond.

B. For the three (3) one-year optional extended contract terms, the performance bond for each succeeding year shall be delivered to the Borough of Mantoloking with proof of full payment of the Performance Bond premium within ten (10) days after the Borough of Mantoloking has notified the Contractor of its intention to exercise the option for an extended contract term. Notice of exercise of each option term shall be provided to the Contractor, in writing, not less than one hundred (100) days prior to expiration of the current Contract term.

C. Failure to provide the required performance bond at the time and place specified by the Borough of Mantoloking shall be cause for assessment of damages as a result thereof in accordance with Section 6.3 of this Contract. In the event that the successful bidder fails to provide the required performance bond, the Borough of Mantoloking 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(C) of this Contract.

D. Failure to deliver any successive required performance bond as required by this Section will constitute a breach of contract and will entitle the Borough Council of the Borough of Mantoloking 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 equal to the costs incurred by the Borough of Mantoloking in re-bidding the contract, together with any increase in the cost to the Borough for the services of a successor contractor for the defaulted term(s).

E. Performance Bond - See required form attached as Exhibit 1 to 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. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

B. Within seven days after receipt of notification of the Borough of Mantoloking's intent to award any contract, the contractor must submit one of the following to the contracting unit:

1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its letter of approval.

2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photocopy of the certificate.
3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.

C. If the Contractor does not submit the affirmative action document within the required time period, the Borough of Mantoloking may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of Mantoloking to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6. **BID OPTIONS I AND II: VEHICLE DEDICATION AND LUMP SUM:**

A. This Contract includes two (2) bid options for disposal of solid waste. Bidders may bid on any or all of these options. **Option I** calls for use of a dedicated vehicle collecting and disposing of Mantoloking waste only. Under Option I, the solid waste tipping fee will, if feasible, be billed to the Borough of Mantoloking directly for the actual weight of Mantoloking waste (if tipping fees cannot be billed directly to the Borough, the Borough will reimburse the Contractor for such fees). **Option II** calls for a lump sum bid for disposal of solid waste. Under Option II, the Contractor need not use dedicated vehicles and need not employ any allocation procedures. Under Option II, the Contractor shall be solely responsible for payment of tipping fees. All bids under any option shall include integrated service for collection and disposal of both solid waste and recyclables.

B. If the Contractor uses a vehicle or vehicles solely dedicated to collecting waste from the Borough of Mantoloking, 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.

C. If the Borough of Mantoloking awards the contract pursuant to a bid submitted under Option II, the lump sum option, the Contractor shall not be required to provide a vehicle dedication affidavit or to provide net landfill weight slips for every vehicle containing waste removed from the Borough. However, the Contractor shall be required to provide weight slips for recyclables collected under this Contract, regardless of the bid option selected for disposal of solid waste.

#### 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 Form(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid 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 Borough may not award a contract until all tabulations are completed.

#### 5. **WORK SPECIFICATIONS:**

##### 5.1 **COLLECTION DAYS:**

A. 1. The Contractor shall make collections of all eligible waste from every dwelling, place of business, church, club or other building upon a frequency of not less than twice in each week, year round, at approximately equal intervals. The collection route served each day shall only be in accordance with the mutually agreed route and schedule for each season (winter and summer). The winter season shall run from October 1 through April 1st, and the summer season from April 2nd through September 30. All recyclables shall be collected, Borough-wide, on one (1) day per week, winter and summer.

2. Same schedule as in 1. With alternate bid price for (a) back door; and (b) curbside service.

3. **Seasonal Alternatives:** Same as above, except service is to be provided on one (1) occasion per week for each type during the winter season. Bidder must bid alternative cost for each: (i) curbside; and (ii) back door.

B. In the event of failure of agreement as to the route or schedule, the issue shall be resolved by arbitration through the American Arbitration Association, with the costs to be borne by the unsuccessful party. In the interim, the route and schedule identified by the Borough shall be implemented by the Contractor.

C. There shall be no collections on holidays (see definition in Section 2). In the event that a collection day falls on a holiday, the solid waste or recyclables shall be collected on the next day following any such holiday.

##### 5.2 **COLLECTION SITE:**

All waste shall be removed from a rear yard, side yard or “back door” location. The occupant shall place waste and recyclables in separate covered container(s) for each category. The recyclable container(s) shall be clearly marked “recyclables” on the cover(s). No container shall be larger than 50 gallon capacity or, when loaded, weigh more than 50 lbs., each; limit three (3) per category. Newspapers, magazines, correspondence and like paper shall be bundled and placed (untied) in a securely covered container or bundled and securely tied. Cardboard shall be placed in a container, for back door removal or, if securely bundled and tied at the curb for removal by the Contractor. Containers shall be placed in a readily accessible location. The Contractor shall manually remove all such containers to the collection vehicle, at curbside. The Contractor shall immediately return fully emptied containers to their original location and shall place the containers upright and shall securely replace the cover(s). Waste which will not be readily accommodated by placement in suitable containers shall be placed at the curb by the occupant for removal by the Contractor on each collection day.

**5.3 PUBLIC WASTE RECEPTACLES:**

The Contractor shall collect waste (including recyclables) from all public waste receptacles throughout the Borough. From October 1st through April 1st, the Contractor shall empty such receptacles once each week, on Monday. From April 2nd to September 30th, the Contractor shall empty all public waste receptacles four (4) days per week. Not more than three (3) public waste receptacles, each having a maximum capacity of fifty (50) gallons, shall be located at each street end.

**5.4 MAXIMUM COLLECTION PER SITE, PER ROUTE, PER DAY:**

The Contractor shall be required to collect, “back door”, not more than three (3) containers or receptacles, none exceeding fifty (50) pounds in weight or 50 gallons capacity, per container, from any residential dwelling, place of business, public building, hotel, restaurant, store or other non-resident building on each collection day. Any excess eligible waste (waste acceptable by landfill) and excess recyclables shall be placed at curbside by resident and shall be removed by the Contractor, on each collection day.

**5.5 METHOD OF REMOVAL:**

Removal of waste from the Borough shall occur on the same day as collection. Any waste or refuse of any nature whatsoever that may, during the activities of the Contractor, spill or be placed upon any public or private property within the Borough shall be promptly and completely gathered by the Contractor and placed in the collection

vehicle. Any waste placed or assembled at the curb by the Contractor, for its convenience, shall be removed within 30 minutes of such placement.

**5.6 OMITTED COLLECTIONS:**

In the event that the Contractor shall miss or omit any pickup, the Contractor shall, if notified by telephone or in person by 12:00 noon, serve said missed or omitted site not later than 6:00 p.m. the same day. See Section 5.19, Back charges/Penalties for Nonperformance.

**5.7 COLLECTION OF LARGE BULKY ITEMS AND OTHER MATERIALS:**

Appliances, old furniture, furnishings and similar large bulky items [as identified under N.J.A.C. 7:26-2.13(g)(iii)] will be collected on one regular collection day per month, as shall be agreed upon by Contractor and Borough prior to execution of the Contract. The Contractor shall not be obligated to collect building or construction debris in excess of the volume of a fifty (50) gallon container, per collection site, per collection day.

**5.8 COLLECTION AND DISPOSAL OF RECYCLABLES:**

A. The occupant of the premises shall place all recyclables in not more than three (3) covered containers (excess containers shall be placed curbside by the occupant) of a capacity not greater than fifty (50) gallons each. The Contractor shall collect recyclables from a rear yard or “back door” location at least once per week, year round, and shall promptly remove recyclables from the Borough in appropriate vehicles. The Contractor shall replace the recyclables container in the same location, upright and covered. Newspapers, magazines, correspondence and like paper shall be bundled and placed (untied) in a securely covered container. Any excess containers shall be placed at curbside by the occupant. The Contractor shall collect all eligible recyclables on each recyclable collection days. Any material of any nature which may be spilled in the collection process either on private or public property shall immediately be recovered and securely placed in the enclosed covered collection vehicle by the Contractor’s personnel. In the event that additional recyclables are required to be removed from the waste stream, they shall be accepted by the Contractor utilizing the methodology set forth herein, as appropriate.

B. The Contractor shall collect and transport all recyclables to the Ocean County Northern Recycling Center. The Contractor shall, by the 15<sup>th</sup> of each month, provide to the Contract Administrator specific documentation for all recyclables delivered to the Ocean County Northern Recycling Center in the previous month.

5.9 **CONTAINERS:**

A. All solid waste to be collected “back door” shall be placed in proper metallic or plastic containers by the occupant. The containers shall be watertight and shall have a properly fitting lid. Containers shall not exceed fifty (50) gallons in capacity. The containers shall be located at only one point in the rear yard or side yard of each property, which point shall be readily accessible to the collectors. The weight of a loaded container shall not exceed 50 lbs.

B. Recyclables shall be placed by the occupant in covered containers of a capacity not greater than fifty (50) gallons each. The weight of a loaded container shall not exceed 50 lbs. Recyclable containers shall be placed in the same location utilized for solid waste.

C. The bidder shall not be required to enter a locked gate to remove waste containers.

D. The bidder is not required to render service if the presence of any interference prevents access to waste containers and/or poses a safety threat to the bidder or the bidder’s employees or agents.

E. Waste containers that are stored in any of the following areas shall not be eligible for collection:

1. Under porches or other structures of a similar nature or kind;
2. On porches or other parts of the dwelling; and
3. In areas not readily accessible or visible.

F. The Borough of Mantoloking shall notify all customers within the service area of the conditions set forth in this section and the consequences for failing to comply with these conditions. If the bidder is unable to collect waste in accordance with the collection schedule due to customer violation of any of the conditions set forth in this section, the Borough shall not hold the bidder responsible. The bidder shall make the collection as soon as possible once the problem that prevented collection is rectified.

5.10. **COLLECTION SCHEDULE:**

A. All collection services, as described in these specifications, shall be performed on all designated days between 7:00 a.m. and 6:00 p.m. No work shall be performed under this contract after 12:00 noon on Saturday or on Sunday. Solid waste

shall be collected in two collections per week, and recyclables shall be collected Borough wide in one collection per week, on Wednesday (subject to “seasonal” option if elected).

B. The following legal holidays are exempted from the waste collection schedule: New Years’ Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other regularly scheduled collection day on which the authorized Disposal Facility is closed. In the event that a collection day falls on a holiday, the solid waste or recyclables shall be collected on the next day following any such holiday.

**5.11 SOLID WASTE DISPOSAL:**

A. All solid waste collected within the Borough of Mantoloking shall be disposed of in accordance with the Ocean County Solid Waste Management Plan. All waste collected pursuant to the terms of the contract shall be disposed of at Ocean County Landfill Corp., Facility #1518B, Manchester, New Jersey, telephone (732) 323-8528.

B. The Borough of Mantoloking reserves the right, at any time during this Contract, to designate another disposal facility in accordance with applicable law. In that event, any excess cost incurred by the Contractor over that which would be incurred by delivery to the Ocean County Landfill Company shall be the responsibility of the Borough. The Borough of Mantoloking will assume all additional costs or benefits that are associated with such designation.

**5.12 VEHICLES AND EQUIPMENT:**

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

B. All collection trucks shall be compaction types, completely enclosed and water tight. All vehicles shall be equipped with a broom and shovel. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce to the fullest practicable extent 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. Failure to respond to such reasonable requests to inspect shall constitute a breach of contract and may result in termination of the contract.

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 promptly replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

**5.13 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.

**5.14 TELEPHONE FACILITIES AND EQUIPMENT:**

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

B. Telephone service shall be maintained on all collection days, between the hours of 9:00 a.m and 5:00 p.m. The Borough of Mantoloking shall list the Contractor's telephone number in the telephone directory along with other listings for the Borough of Mantoloking. Contractor shall have the capacity for direct wireless contact with its personnel when they are in the Borough of Mantoloking.

**5.15 FAILURE TO COLLECT:**

The Contractor shall report to the Contract Administrator, within one (1) hour of the usual start of the Collection Day, all cases in which severe weather conditions preclude or delay collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where collection is scheduled on a one collection per week basis, that collection will be made as soon as possible, but in no event later than the next scheduled collection day.

**5.15.1 TRANSFER:**

If at any time during the term of this service Contract (base term or extension term(s)), the contractor's reasonable access to any collection site on a collection day shall be significantly and materially impeded by construction activity in the street, highway or road, abutting or adjoining the collection site and if such condition will render performance by Contractor unduly burdensome, the Borough may accommodate the Contractor by utilizing its personnel and equipment to, on a temporary basis, collect waste and/or recyclables at such locations. In such event, the Contractor will, on the same day, accept and assist in transfer of collected materials to Contractor's collection vehicle at a mutually convenient location within the Borough. The Contract Administrator shall have authority to implement and to terminate action pursuant to this Article.

**5.16 COMPLAINTS:**

A. The Contractor shall promptly and properly attend to resolution of 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 keep a record of complaints and the date and time of the responses to such complaints, as well as details of any action taken.

B. A written summary of all complaints and responses shall be provided to the Contract Administrator by the Contractor not later than the fifteenth (15th) of each month. The summary shall include, at minimum; the date, time and location of the complaint event, the nature of the complaint, identity of contact person (complainant), and action taken by Contractor.

C. The Borough may, upon three (3) days' prior notice (e-mail, fax or phone) convene a meeting in the Borough Hall with a principal of contractor to discuss and resolve performance issues

D. To facilitate operations and to address complaints, the Contractor shall provide and maintain real time cell phone contact capability with its employees while they are performing duties under this Contract.

**5.17 SOLICITATION OF GRATUITIES:**

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract. The contractor shall be subject to the liquidated damages provisions of these Bid Specifications for breach of this provision.

5.18 **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.

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

C. Where under Option I the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Borough of Mantoloking for reimbursement.

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

E. All invoices for collection shall include the following information or be deemed defective:

1. The date of the invoice;
2. The amount of the invoice;
3. The time period for which service is rendered; and
4. The type of collection service rendered.

F. For solid waste services provided under Bid Option I (Dedicated Vehicles), the Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the Borough of Mantoloking shall reimburse the Contractor for the actual quantity of waste disposed of, based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the municipality; 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.

Where the Borough of Mantoloking will pay the costs of disposal, the disposal facility shall (if feasible) bill the Borough of Mantoloking directly for all costs (including taxes and surcharges). The Borough will not be billed directly for costs of disposal unless a 100% dedicated vehicle (Mantoloking waste only) is utilized.

F. For services provided under Bid Option I (Dedicated Vehicles), invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough of Mantoloking shall be charged shall be the difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle. In the event that a dedicated vehicle (Mantoloking waste only) is not utilized, all tipping fees and surcharges of any nature shall be paid by the Contractor.

G. For services provided under Bid Option II (Lump Sum), the Contractor shall submit an invoice for the monthly lump sum due. The Contractor shall be solely responsible for all tipping fees related to disposal of Mantoloking waste. The Contractor shall not be required to provide data (i.e., weight slips) as to the volume of solid waste collected. The Contractor shall, however, provide weight slips for all recyclables collected.

**5.19 BACK CHARGES/PENALTIES FOR NONPERFORMANCE:**

The Borough of Mantoloking shall have the right to impose back charges, or penalties, if the Contractor fails to perform pursuant to these Bid Specifications. Penalties may be imposed for each omitted collection which is not cured pursuant to Section 5.6 of these Bid Specifications. The penalty shall be ten dollars (\$10.00) for each omitted collection from each collection site. The Borough shall be permitted to impose such back charges by way of offset against the Contractor's monthly invoices.

**5.20 COMPETENCE OF EMPLOYEES:**

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Borough of Mantoloking 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.

5.21 **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 such an officer 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.

6. **CONTRACT ADMINISTRATION:** The Borough Clerk or her designee shall serve as Contract Administrator.

6.1 **INSURANCE REQUIREMENTS:**

The Contractor shall provide, at its sole expense, and maintain in full force and effect at all times during the life of this Contract, all of the insurance specified in conformance with the coverage requirements of N.J.A.C. 7:26H-6.17. The limits of coverage shall be as follows:

For the coverage described in:

- (a) 7:26H-6.17(a) 2:
  - Bodily Injury \$2,000,000.00 each person
  - Property Damage \$4,000,000.00 each occurrence.
- (b) 7:26H-6.17(a) 3:
  - Auto Bodily Injury \$1,000,000.00 each occurrence
  - Property Damage \$2,000,000.00 each occurrence.

Umbrella coverage may be utilized in conjunction with underlying policy coverage to attain the required coverage limits over the minimum required in the rule. Insurer must be licensed in New Jersey and have an A.M. Best's rating not less than "A" (Excellent).

If the Contractor also has umbrella liability coverage, such umbrella liability coverage shall be made available for work performed under this Contract and shall be reflected on the certificate of insurance provided pursuant to this Contract. If the Contractor does not have "umbrella" coverage, such fact shall be affirmatively recited in the certificate and confirmed by the Contractor. The Contractor shall provide a certificate of insurance which shall recite that the Contractor's comprehensive general liability coverage has not been reduced by claims in the policy period, either by "reserve", fees, claims made, or by actual expenditure by way of settlement or satisfaction of judgment, or by extended costs of defense. The insurance policies shall name the Borough of Mantoloking, and its officers, officials and employees as Additional

Insureds, and shall affirmatively insure the Contractor's undertaking to indemnify pursuant to Section 6.3 of these Specifications, with specific reference to the Contract.

**6.2 CERTIFICATES:**

Upon notification by the Borough of Mantoloking, 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. Further, the certificate issuer shall affirm existence of or the lack of umbrella coverage held by Contractor.

**6.3 INDEMNIFICATION:**

The Contractor shall fully indemnify and hold harmless the Borough of Mantoloking, its officers, officials and employees from and against all claims, causes of action, suits, judgments, damages, losses, and expenses including all reasonable expenses, court costs and attorney's fees incurred by the Borough of Mantoloking on any claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any injury, loss of life and/or property damage of any nature whatsoever.

**BID PACKAGE CHECKLIST**

The complete bid package shall be delivered not later than 11:30 a.m. on May 12, 2015.

All of the following must be included:

1. Photocopy of Bidder's Certificate of Public Convenience and an approved letter issued in conformance with N.J.S.A. 13:1E-126;
2. Questionnaire - Experience and Qualifications;
3. Bid Guarantee - Bond or check;
4. Statement of Ownership;
5. Non-Collusion Affidavit
6. Consent of Surety;
7. Bid Proposal;
8. Business Registration Certificate - New Jersey;
9. Resolution Authorizing Submittal of Bid;
10. Certification as to Investment Activity in Iran.

Bidder, \_\_\_\_\_, hereby certifies that all of the above  
(name)  
identified documents are included in the bid package.

\_\_\_\_\_  
Bidder

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Title

7 **BID DOCUMENTS:**

7.1 **CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY/  
A-901 APPROVAL LETTER:**

Name

\_\_\_\_\_

Complete Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

\_\_\_\_\_  
Certificate Number

Date \_\_\_\_\_

ATTACH A PHOTOCOPY OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY, TOGETHER WITH A COPY OF APPROVAL LETTER ISSUED PURSUANT TO N.J.S.A. 13:1E-126.



knowledge of the facts supplied in such statement to furnish the Borough of Mantoloking with any information necessary to verify the answers given.

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

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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 Mantoloking. 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 Council of the Borough of Mantoloking 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 Council of the Borough of Mantoloking 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 the 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 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.

7.3 **BID GUARANTEE:**

KNOW ALL MEN BY THESE PRESENTS: that we the undersigned \_\_\_\_\_, of the City of \_\_\_\_\_, State of \_\_\_\_\_, a Corporation existing under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of New Jersey, as Surety for the Bidder; hereby certify to the BOROUGH OF MANTOLOKING, Ocean County, New Jersey, that \_\_\_\_\_ the Bidder, having submitted a written bid seeking to enter into a contract with the Owner for solid waste removal service and/or recyclable service in accordance with bid specifications prepared by the Owner dated \_\_\_\_\_, shall, if Bidder is awarded such a contract pursuant to law, having presented the lowest responsible bid, execute a Contract with the Borough of Mantoloking on the terms and conditions set forth in the annexed bid proposal.

And in further guarantee of Bidder's obligation to execute a Contract, if so awarded, Bidder hereby tenders to the Borough of Mantoloking the sum of [10 percent of the two year base term bid, but not in excess of \$20,000] which may, at the Bidder's option, be provided by bid bond, certified check or cashier's check.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By:  
Name/Title

\_\_\_\_\_  
Witness

7.4 **STOCKHOLDER STATEMENT OF OWNERSHIP:**

I certify that the list below contains the names and home addresses of all persons holding ten percent (10%) or more of the issued and outstanding stock or partnership interest in the undersigned [partnership] [corporation], as well as the names and home addresses of all persons who own an interest in any entity which owns ten percent (10%) or more of said partnership or corporation. In the event that no stockholder owns ten percent (10%) or more of the corporation's stock, or in the case of a partnership, where no partner owns ten percent (10%) or more interest in the partnership, print "NONE" below, and the signing of this certification shall certify to that fact.

\_\_\_\_\_  
Name of Corporation or Partnership

\_\_\_\_\_  
Witness and Corporate Seal

\_\_\_\_\_  
By: Name/Title

**Shareholders or Partners:**

Name:

Address

Name:

Address:



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.

7.6 **CONSENT OF SURETY:**

KNOW ALL MEN BY THESE PRESENTS: that we the undersigned \_\_\_\_\_, of the City of \_\_\_\_\_, State of \_\_\_\_\_, a Corporation existing under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of New Jersey, as Principal, hereinafter called Bidder; and \_\_\_\_\_, of the City of \_\_\_\_\_, State of \_\_\_\_\_, a Corporation existing under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of New Jersey, as Surety; are held and firmly bound unto the BOROUGH OF MANTOLOKING, Ocean County, New Jersey, as Obligee and Owner, hereinafter called Owner; in the sum of \_\_\_\_\_ for the payment whereof Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, \_\_\_\_\_, Bidder has submitted a written bid seeking to enter into a contract with the Owner for solid waste removal service and/or recyclable service in accordance with bid specifications prepared by the Owner dated \_\_\_\_\_, which specifications are made part hereof; and

WHEREAS, Bidder will be awarded such a contract pursuant to law, if Bidder presents the lowest responsible bid;

NOW, THEREFORE, the condition of this obligation is such that, if Bidder shall be awarded a contract for solid waste removal service and/or recyclable service with the Borough of Mantoloking, the Surety shall provide a Performance Bond which shall provide that whenever Bidder shall be, and declared by the Owner to be, in default under its contract with the Owner, the Owner having performed the Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable to the Owner hereunder, the amount set forth in the first paragraph hereof. The term

“balance of the contract price” as used in this paragraph shall mean the total amount payable by the Owner to Bidder under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Bidder; or

3. Pay to the Owner, in one sum, the balance of the contract price.

The bond provided by Surety shall provide that Surety’s election of the methodology to be utilized shall be conveyed to the Owner within five (5) business days after Surety’s receipt of notice of default from Owner, which notice shall be in writing and shall specify the nature of the default. Performance by Surety or its designee shall commence by the tenth (10th) day after notice. Surety shall, in all events, reimburse Owner for any costs incurred between default and cure. The Surety hereby waives notice of any alteration or extension of time made by the Owner.

The bond provided by Surety shall provide that any suit under the Bond must be instituted before the expiration of two (2) years from the date of which final payment under the Contract falls due. No right of action shall accrue on the Bond to or for the use of any person or corporation other than the Owner named herein or its successors.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Bidder/Principal

By: \_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Witness

7.7 **BID PROPOSAL:**

**NOTICE TO BIDDERS**

**ATTENTION: This Bid Proposal contains two (2) bid options for solid waste and recyclable collection and disposal.**

- Bidders **may** bid on either or both Options I - II.
- Regardless of the options bid, bidders **must** provide recyclable collection and disposal as an included service.
- The Borough of Mantoloking will not consider bids which do not offer integrated service for both solid waste and recyclables under one contract.
- Bidders **must** bid on the two year base term, and **may** bid on any or all of the three consecutive optional extended terms.
- All options include two day per week collection of solid waste and one day per week collection of recyclables.

**Solid Waste Collection**

**Option I:** Use of dedicated vehicle collecting and disposing of Mantoloking waste only. Solid waste tipping fee to be billed to Borough for actual weight of Mantoloking waste.

**Option II:** Lump sum bid for collection of solid waste. Contractor is not required either to use a dedicated vehicle or to allocate waste based on measurement per Section 4.6 of the contract. Contractor is solely responsible for all tipping fees.

**Recyclable Collection - Included under All Options**

**OPTION I**

**Solid Waste and Recyclable Collection Option I: USE OF DEDICATED VEHICLE Solid Waste Collection and Disposal, and Recyclables Delivered to Ocean County Northern Recycling Center:**

1. Solid Waste – 2 days weekly year round; recyclables 1 day weekly year round (5A.1. and 2)

2 YR BASE BID: \$ \_\_\_\_\_ BACK DOOR \$ \_\_\_\_\_ CURBSIDE

YEAR 3:           \$ \_\_\_\_\_ BACK DOOR   \$ \_\_\_\_\_ CURBSIDE  
YEAR 4:           \$ \_\_\_\_\_ BACK DOOR   \$ \_\_\_\_\_ CURBSIDE  
YEAR 5:           \$ \_\_\_\_\_ BACK DOOR   \$ \_\_\_\_\_ CURBSIDE

\_\_\_\_\_  
**Bidder:**

**BY:** \_\_\_\_\_

2.     Seasonal (winter) Alternative (5.1-3) Services same as above provided 1 day per week for each type of material.

2 YR BASE BID: \$ \_\_\_\_\_ BACK DOOR   \$ \_\_\_\_\_ CURBSIDE  
YEAR 3:           \$ \_\_\_\_\_ BACK DOOR   \$ \_\_\_\_\_ CURBSIDE  
YEAR 4:           \$ \_\_\_\_\_ BACK DOOR   \$ \_\_\_\_\_ CURBSIDE  
YEAR 5:           \$ \_\_\_\_\_ BACK DOOR   \$ \_\_\_\_\_ CURBSIDE

\_\_\_\_\_  
**Bidder:**

**BY:** \_\_\_\_\_

.

**OPTION II:**

**Solid Waste and Recyclable Collection Option II: LUMP SUM BID - NO DEDICATED VEHICLE, CONTRACTOR PAYS ALL TIPPING FEES/CHARGES**

**1.     Solid Waste Collection and Disposal, and Recyclables delivered to Ocean County Northern Recycling Center:**

Solid Waste – 2 days weekly year round; recyclables 1 day weekly year round  
(5A.1. and 2)

2 YR BASE BID: \$ \_\_\_\_\_ BACK DOOR \$ \_\_\_\_\_ CURBSIDE

YEAR 3: \$ \_\_\_\_\_ BACK DOOR \$ \_\_\_\_\_ CURBSIDE

YEAR 4: \$ \_\_\_\_\_ BACK DOOR \$ \_\_\_\_\_ CURBSIDE

YEAR 5: \$ \_\_\_\_\_ BACK DOOR \$ \_\_\_\_\_ CURBSIDE

**2. Seasonal (winter) Alternative (5.1-3) Services same as above provided 1 day per week for each type of material.**

2 YR BASE BID: \$ \_\_\_\_\_ BACK DOOR \$ \_\_\_\_\_ CURBSIDE

YEAR 3: \$ \_\_\_\_\_ BACK DOOR \$ \_\_\_\_\_ CURBSIDE

YEAR 4: \$ \_\_\_\_\_ BACK DOOR \$ \_\_\_\_\_ CURBSIDE

YEAR 5: \$ \_\_\_\_\_ BACK DOOR \$ \_\_\_\_\_ CURBSIDE

\_\_\_\_\_  
***Bidder:***

***BY:*** \_\_\_\_\_

The undersigned bidder does hereby agree to perform in accordance with the specifications and contract for the price(s) set forth above.

BIDDER:

Name of Firm

Signature (Title)

Date

## 7.8 BUSINESS REGISTRATION CERTIFICATE

7.9 RESOLUTION OR AUTHORIZATION TO SUBMIT BID

## 7.10 CERTIFICATION AS TO INVESTMENT ACTIVITIES IN IRAN

8.0 **CONTRACT**: The following form of Contract shall be executed upon award:

**CONTRACT**

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 BETWEEN

\_\_\_\_\_ ,  
whose address is

hereinafter called "Contractor".

AND, THE BOROUGH OF MANTOLOKING, A Municipal Corporation of the State of New Jersey, hereinafter called the "Borough".

IN CONSIDERATION of the undertakings of the parties more specifically set forth herein, IT IS AGREED as follows:

**I. CONTRACT DOCUMENTS:** Contractor agrees to promptly and completely perform the solid waste removal and recyclable removal services in accordance with the specifications annexed hereto and entitled: "UNIFORM BID SPECIFICATIONS, SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION AND DISPOSAL SERVICE" together with the BID PROPOSAL AND PERFORMANCE BONDS, all of which are deemed incorporated as a part of this Contract and shall be known as the "Contract Documents".

**II. TERM:** Contractor shall provide the services for the period commencing on the 1<sup>st</sup> day of June, 2015 to and including the 1<sup>st</sup> day of June, 2017, the base term, together with three (3) one (1) year options, at the sole discretion of the Borough. Any one (1) year option, if selected by the Borough, must be consecutive with the immediately preceding term. Written notice of exercise of extension term(s) shall be provided to Contractor not less than one hundred (100) days prior to expiration of the

then current term. This Contract is subject to the availability and appropriation annually by the Borough of such funds as may be required.

**III. PAYMENT:** Payments from the Borough to the contractor shall be made in accordance with the specifications and any options selected by the Borough. Payment shall be due as of the last day of the month in arrears.

**IV. PERFORMANCE:** If at any time during the term of this Contract, the Contractor shall neglect, fail or refuse to perform or carry out any of the terms, covenants or agreements contained in this Contract, the Borough may, at its sole option, notify the Contractor and its surety in writing specifying with particularity such facts as shall, in its opinion, constitute neglect, failure or refusal to perform. In the event that the deficiencies shall not be completely and competently remedied within three (3) days after receipt of such written notice, the governing body of the Borough of Mantoloking may, at its sole option, terminate the Contract. Notice shall be mailed to the Contractor and its surety via certified mail, return receipt requested at such address as the Contractor shall supply simultaneously with the execution of this Contract, or such other address as may from time to time be furnished in writing to the Borough Clerk by the Contractor. Personal service by delivery of a copy of said notice at the Contractor's and/or surety's place of business may be utilized in lieu of service by certified mail. In the event of termination, the Borough may arrange for prosecution of the services contemplated by such means as it shall deem most appropriate to protect the interests of its residents. To the extent that the expense of such performance exceeds the sum which would have been payable to the Contractor under this Contract, Contractor shall, upon demand, reimburse the Borough for any reasonable expenditures which exceed that sum which would have been payable to the Contractor for proper performance under the Contract. The Borough may "back charge" Contractor for any additional cost if, at the date of termination, Contractor is

owed any payments due or to become due under this Contract. In the event of failure of service at any time, in lieu of termination, the Borough may, at its option, adjust sums due to the Contractor on a pro rated basis for each day that adequate service is not provided. It is understood and agreed by the parties to this Contract that in the event of such neglect, failure or refusal by the Contractor, the Borough shall not be required to seek competitive bids, but rather shall be authorized to act on an emergency basis to protect the welfare of the residents of the Borough in providing necessary waste removal service. The rights of the Borough under this article are supplementary to its rights to require performance or other relief from the Surety under the Performance Bond.

**V. ASSIGNMENT:** This Contract and all the services to be performed hereunder shall be considered personal and shall not be assigned, transferred or sub-contracted in whole or in part, in any manner without the prior written approval of the Borough and the New Jersey Department of Environmental Protection.

**VI. INSURANCE, INDEMNIFICATION:** Contractor shall maintain appropriate insurance as described within the specifications. In addition, Contractor does hereby undertake and agree to defend, indemnify and hold the Borough harmless from each and every claim of any nature whatsoever arising out of Contractor's performance or failure to perform under this Contract. Contractor shall furnish a Certificate of Insurance in form satisfactory to the Borough which names the Borough as an additional insured, affirmatively insures the undertaking to indemnify and shall provide for thirty (30) days written, advance notice of prospective cancellation, for any reason, to the Borough. The required Certificate(s) of insurance shall be furnished at the time of execution of this Contract. Contractor's obligation to defend, indemnify and hold harmless shall persist without regard to the availability of insurance for the event or condition upon which the claim or loss is based. The limits set forth above shall constitute the minimum coverage

required under this Contract. Contractor shall, notwithstanding the foregoing, provide the actual amount of coverage (over the minimum) actually carried by the Contractor for such exposure during the term of this Contract.

**VII. COMPLIANCE:** Contractor shall comply with all governmental regulations of any nature whatsoever which control or are applicable to the services contemplated under this Contract. Any provisions of applicable law, of any nature whatsoever, and whether specifically identified herein, are deemed to be included to the extent that the same are obligatory upon either or both parties as though the same were set forth or referenced in this Agreement. Contractor shall indemnify Borough in the event that the Borough shall experience any loss, cost or damage as a direct or indirect result of the Contractor's non-compliance with or violation of the foregoing.

**VIII: AFFIRMATIVE ACTION:** Contractor shall comply with all requirements of N. J. S. A. 10:5-31, et seq. and N.J.A.C. 17:27, which are applicable to contractors under this service contract. More particularly:

All mandatory provisions of said law and regulation applicable to this Contract are hereby incorporated by reference, as though set forth at length herein.

**IX. CHANGE IN LAW:**

If this Contract is awarded pursuant to either Bid Option I (Dedicated Vehicles) or Bid Option II (Allocation), whenever, during this Contract, a change (increase or decrease) in solid waste disposal costs (tipping fee) shall occur as the result of (1) compliance with an Order of the New Jersey DEP, which directs that the solid waste be disposed at a facility other than that specified herein; or (2) lawful increases in the rates or fees or charges imposed on the disposal of solid waste at the designated facility, the change (increase or decrease) shall be treated as follows:

AS TO (1) AND (2):

- (a) any increase shall be paid by the Borough, based upon weight or volume determined, if the unit cost shall not be increased by more than ONE (1) PERCENT;
- (b) any decrease shall inure to the benefit of the Borough, based upon weight or volume determined;
- (c) In the event of an increase of more than ONE (1) PERCENT, the Borough may, at its sole election, initiate re-negotiation of this Contract. In the event of failure of re-negotiation, the Borough may, upon 120 days' advance notice, cancel this contract.

This provision shall not apply if the Contract is awarded pursuant to Bid Option II (Lump Sum).

**X. ENTIRE AGREEMENT:** The Contract between the parties shall be deemed to include this document, the annexed specifications, the bid proposal attached, the bid and performance bonds and all documents incorporated by reference.

**XI. SELECTION OF BID OPTION:** The bid option selected by the Borough for this Contract is \_\_\_\_\_two year base term, with three (3) one-year extension terms, at the option of the Borough.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals or caused its corporate names and seals to be affixed hereto and attested by its duly authorized officers, the day and year first above written.

WITNESS:

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

**BOROUGH OF MANTOLOKING**

\_\_\_\_\_  
BEVERLY KONOPADA  
Acting Municipal Clerk

By: \_\_\_\_\_

GEORGE C. NEBEL,  
Mayor

[Type text]

## 8.1 VEHICLE IDENTIFICATION AFFIDAVIT

[Type text]

## 8.2 AFFIRMATIVE ACTION AFFIDAVIT

[Type text]

8.3 **PERFORMANCE BOND:**

KNOW ALL MEN BY THESE PRESENTS: that we the undersigned \_\_\_\_\_, of the City of \_\_\_\_\_, State of \_\_\_\_\_, a Corporation existing under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of New Jersey, as Principal, hereinafter called Contractor; and \_\_\_\_\_, of the City of \_\_\_\_\_, State of \_\_\_\_\_, a Corporation existing under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of New Jersey, as Surety; are held and firmly bound unto the BOROUGH OF MANTOLOKING, Ocean County, New Jersey, as Obligee and Owner, hereinafter called Owner; in the sum of \_\_\_\_\_ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, \_\_\_\_\_, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with the Owner for solid waste removal service and/or recyclable service in accordance with bid specifications prepared by the Owner dated \_\_\_\_\_, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by the Owner to be, in default under the Contract, the Owner having performed the Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and the Surety jointly of the lowest responsible Contractor, arrange for a contract between such Contractor and the Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract

[Type text]

price, but not exceeding, including other costs and damages for which the Surety may be liable to the Owner hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor; or

3. Pay to the Owner, in one sum, the balance of the contract price.

The Surety's election of the methodology to be utilized shall be conveyed to the Owner within five (5) business days after Surety's receipt of notice of default from Owner, which notice shall be in writing and shall specify the nature of the default. Performance by Surety or its designee shall commence by the tenth (10th) day after notice. Surety shall, in all events, reimburse Owner for all reasonable and necessary costs incurred by Owner to provide the contracted service to the municipality between default and cure.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date of which final payment under the Contract falls due. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or its successors.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Contractor/Principal

By: \_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Witness

[Type text]