

**Solid Waste Bid Specifications for the
Borough of Palmyra
Palmyra, NJ 08065**

**SOLID WASTE
COLLECTION SERVICE**

New Jersey Department of Environmental Protection
Compliance and Enforcement
Office of Local Environmental Management
Uniform Bid Specifications

**NOTICE FOR BIDDERS
SOLID WASTE
COLLECTION AND DISPOSAL
FOR THE BOROUGH OF PALMYRA**

Public notice is hereby given by the Borough of Palmyra that sealed bids will be received at the Palmyra Borough Hall, 20 West Broad Street, Palmyra, NJ 08065, for the collection and disposal of solid waste for the Borough of Palmyra in accordance with specifications and proposal forms which may be obtained from Borough Clerk on Thursday, September 29, 2022.

Bids shall be submitted in a sealed envelope with the name and address of the bidder clearly identified on the outside of the envelope, together with the notation "**SEALED BID FOR SOLID WASTE COLLECTION AND DISPOSAL**". Said bids will be received by the Borough Clerk until 10:00 am on Thursday, December 1, 2022, at the Palmyra Borough Hall, 20 West Broad Street, Palmyra, NJ 08065, at which time the bids will be publicly opened and read before Borough Officials.

A non-mandatory pre-bid meeting will be held at the Palmyra Borough Hall, 20 West Broad Street, Palmyra, NJ 08065 Tuesday, October 18, 2022, at 10:00 am.

Bids shall be accompanied by a bid bond or certified check payable to the Borough of Palmyra in the amount of ten percent (10%) of the total price of the proposal. Bidders are required to comply with the requirements of P.L. 1975, C.127 (Affirmative Action). In compliance with P.L. 1977, C.33, the Bid must state whether or not any shareholders hold more than ten percent (10%) interest in the bidding corporation or partnership, and if so, must state such shareholder's or partner's name and addresses. No bid may be withdrawn without the consent of the Borough of Palmyra for a period of sixty days after the time for opening of bids has passed.

The Borough of Palmyra reserves the right to reject any and all bids in accordance with the Local Public Contracts Law.

Borough Clerk
Doretha (Rita) Jackson, RMC, CMR (djackson@boroughofpalmyra.com)
Borough of Palmyra

New Jersey Department of Environmental Protection
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Borough of Palmyra

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Palmyra is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a period of three (3) years, with the option to renew for two (2) consecutive one-year terms to commence on April 1, 2023, and ending on March 31, 2026, in accordance with the terms of these Bid Specifications and 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, no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the Burlington County Times and in the Star Ledger.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Borough Clerk at Palmyra Borough Hall, 20 West Broad Street, Palmyra, NJ 08065. Bids must be delivered by hand or by mail to the Borough Administrator no later than 10:00 am on Thursday, December 1, 2022. 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.

1.4 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. Certified 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;
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 Borough of Palmyra;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety; and
7. 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.

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 types 10 and 13.

"Disposal facility" means those sites designated in the Burlington County Solid Waste Management Plan they must be used by the contractor servicing the Borough of Palmyra.

Burlington County Landfill
21939 Columbus Road
Mansfield Township, New Jersey

"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 Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day.

"Legal newspaper" means the Burlington County Times and Star Ledger.

"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(s) is(are) as follows:

The Municipal boundaries of the Borough of Palmyra.

"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.

2. BID SUBMISSION REQUIREMENTS

2.1. 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 Borough of Palmyra 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 Borough of Palmyra 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 Borough of Palmyra 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 Borough of Palmyra in the amount of 10% of the highest aggregate three (3) 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 Borough of Palmyra.

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 of Palmyra.

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 of Palmyra.

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 etseq.

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 Palmyra 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.

3. AWARD OF CONTRACT

3.1. GENERALLY

A. The Borough of Palmyra 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 Palmyra'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 Borough of Palmyra 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 of Palmyra rejects all bids, the Borough of Palmyra 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.

3.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Borough of Palmyra 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 Palmyra to declare the contractor non-responsive and to award the contract to the next lowest bidder.

3.3. RESPONSIBLE BIDDER

The Borough of Palmyra 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.

3.4. 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 in the appropriate amount at such time the contract is presented for signature. The performance bond for each succeeding year (if an option is exercised) shall be delivered with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

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

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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 three (3) 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 in the appropriate amount at such time the contract is presented for signature. The performance bond for each succeeding year shall be delivered to the Borough of Palmyra 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 Borough of Palmyra 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 Borough of Palmyra in re-bidding the contract.

3.5. 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.

B. Within seven days after receipt of notification of the Borough of Palmyra'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 photo copy of its letter of approval.

2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy 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 Palmyra 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 Palmyra to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

3.6. 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 Borough of Palmyra 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. If Contractor violates the collection times on more than three (3) occurrences, without an acceptable reason, the Borough of Palmyra may request for Contractor to add an additional truck to the route.

3.7. 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 Borough of Palmyra may not award a contract until all tabulations are complete.

4.8 VEHICLE INSPECTION

At the option of the Borough of Palmyra, all collection units utilized by the contractor shall report to the Department of Public Works, prior to the commencement of work each day. All units shall be fully inspected by the Public Works Department. Determination will be made at the pre-bid meeting.

The Borough of Palmyra reserve the right to inspect all contractor collection vehicles and to record and verify designated vehicle information and condition of said vehicle.

Failure of the contractor to have vehicles checked may result in non-payment of claim and a deduction in the amount of disposal charges incurred by the Borough of Palmyra from their monthly billing by the contractor. The Borough of Palmyra reserves the right to make periodic random inspections of collection units during the collection process, as it deems necessary to properly monitor the collection process. Check-in times will be 6:45am. Check-in bid is optional depending on the decision of the Borough of Palmyra to exercise such.

4.9 LIQUIDATED DAMAGES

The contractor agrees to pay the Borough of Palmyra, as liquidated damages, in all cases where the Borough of Palmyra shall elect to take such liquidated damages in lieu of actual damages, the following sums:

1. \$1,500.00 (Fifteen-Hundred Dollars) per route for each day the contractor fails to collect the refuse in any route or major portion thereof as required herein except where due to an Act of God. "Route" shall be defined to mean the path which each truck fails to collect refuse in any given day. Each truck responsible for the collection of refuse shall be deemed to comprise its own route. For example, if there are three (3) trucks collecting the Borough of Palmyra refuse on any given day, if all three trucks fail to appear for collection, then the liquidated damages shall be \$4,500.00 (Four thousand and Five Hundred Dollars).
2. \$50.00 (Fifty Dollars) for each violation or that amount otherwise determined by the Borough of Palmyra on an

actual cost basis for failure to clean up immediately, spillage from the contractor's vehicles or resulting from the collection or carting of refuse. A cure period of 48 hours will be allowed prior to any fine being levied.

3. \$50.00 (Fifty Dollars), for failure to satisfy within 2 business days, a complaint pertaining to problems concerning collection of refuse, providing said complaint is considered valid by the Borough of Palmyra where infraction takes place.
4. \$3,000.00 (Three Thousand Dollars) per occurrence for the commingling of trash with any other entity. In the event of commingling, each stop will constitute a separate violation.
5. \$50.00 (Fifty Dollars), per occurrence for failure for any collection vehicle to be equipped with a broom and shovel as required.
6. \$50.00 (Fifty Dollars), for failure of the supervisor to report and collect complaints as set forth in Section 5.
7. \$1,000.00 (One Thousand Dollars), per occurrence for any employee accepting a gratuity as set forth in Section 5.
8. \$1,000.00 (One Thousand Dollars), per occurrence for the collection and/or disposal of any unauthorized stop.

A continuing violation of any of the above shall be considered a new violation each day. This provision is in addition to and not in limitation of other rights of the Borough of Palmyra under other parts of these specifications.

In the event of continued and repeated violations are not corrected by the contractor after due notice by the Borough of Palmyra. The Borough of Palmyra will have the right to withhold further monthly payments until said violations are corrected. Such withholding of these payments shall in no way relieve the contractor of contract obligations specified herein. Liquidated damages shall be deducted from the monthly bill.

PENALTY PROVISION FOR FAILING TO COLLECT ON SCHEDULE

1. For a first offense of failing to collect the entire collection run on an assigned day the Contractor shall be penalized \$500 for a one (1) day delay in collection, \$750 for a two (2) day delay in collection and \$1,000 for each day after the second day of delay.
2. For a second offense of failing to collect the entire collection run on an assigned day the Contractor shall be penalized \$750 for a one (1) day delay in collection, \$1,000 for a two (2) day delay in collection and \$1,500 for each day after the second day of delay.
3. For a third or more offense of failing to collect the entire collection run on an assigned day the Contractor shall be penalized \$1,000 for a one (1) day delay in collection, \$1,500 for two (2) day delay in collection and \$2,000 for each day after the second day of delay.

These offenses shall run per contract year from April 1, 2023, through May 31, 2024, and shall reset on all of the contract anniversary dates.

4.10 PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held at the Palmyra Borough Hall, 20 West Broad Street, Palmyra, NJ 08065, on Tuesday, October 18, 2022, at 10:00 am. The Borough of Palmyra shall not be responsible or liable for any matters in the subsequent bid award to any company/corporation who fails to attend the pre-bid conference.

4. WORK SPECIFICATIONS

4.1. GENERAL CONDITIONS

5.1.1 - Hours: Collections shall be made, commencing no earlier Collections shall be made commencing no earlier than 6:00 am for commercial stops and 6:30 am for residential stops, Monday through Friday, prevailing time, and no later than 6:00 pm. In the event of an unusual delay, emergency breakdown or holiday, Saturday collection may be made commencing no earlier than 7:00 am and no later than 5:00 pm or dusk, whichever comes first. Borough of Palmyra may authorize, in any case, an earlier commencement hour or a later completion hour, for a limited number of days. No collection shall be made on Sundays.

Collection in the business district along Broad St and Cinnaminson Ave has to be a priority and should be completed by 7:30 am. The Borough street sweep the streets after collection and parking is prohibited until 8:00 am.

5.1.2 - Routes: Trucks shall follow the same route which shall not be changed except upon approval of the Borough Administrator so that service to residents will be at a reasonable, uniform time and pursuant to a reasonably uniform pattern. All routes, schedules and traffic of trucks upon streets and highways shall be subject to approval of the Borough Administrator.

5.1.3 - Points of Collection: All solid waste to be collected, removed, and disposed of shall be placed at the curb or within five (5) feet of improved roadway at one (1) collection point. In the case of corner lots, solid waste shall be placed at the improved roadway most accessible to the collection vehicle. This shall include all streets, accepted or otherwise, and shall include those streets that are temporarily closed for repairs or construction. In the latter case, special collection points shall be designated by the Borough Administrator if the condition of the street would prevent access thereto by the Collector's trucks.

5.1.4 - Items not to be Collected: The Collector shall not collect leaves, tree stumps, concrete, tires, auto parts, newspapers, glass, aluminum, corrugated cardboard, grass clippings, Christmas Trees and other items which may be designated by the Borough during the term of this service contract.

5.1.5 - Recyclable Materials: will not be a part of this contract, but rather will be picked up by the Burlington County Recycling Program.

5.1.6 - Bulky Waste Collection: As defined in section 5.3.2 Option Bid #1

No metal or white goods are to be collected. Borough personnel will collect these items themselves.

5.1.7 - Manner of Collection: Collection shall be made with a minimum of noise and traffic delay, and all containers shall be handled as carefully and quietly as possible under the circumstances. No containers shall be left in the roadway and it shall be the responsibility of each truck crew to clean up any debris which drops from the truck or which is not properly placed in the truck for disposal. Any unacceptable waste must be left at the curb, tagged and both the resident and the Borough of Palmyra must be notified as to the address, item description and reason why it was not collected.

5.1.8 - All collection containers must be returned to the curb line. It shall be the responsibility of the truck crew leader to assure that this is accomplished. A fine may be imposed by the Township if collection is not done properly. The monetary fine, not to exceed \$500.00 per day, will be charged against the contractor for each day in which the contractor fails to meet the performance standards required under these specifications. The contractor will be notified in writing and will have twenty (20) days to meet the performance standards. If contractor fails to meet the standards, then a fine not to exceed \$500.00 per day may be instituted.

5.1.9 - Acts of God and Natural Disasters: The Contractor shall be excused without penalty from either collecting or cleaning the debris resulting from hurricanes, storms of unusually heavy capacity, disasters or other unusual phenomena of nature or Acts of God which result in the production of substantial quantities of debris littering the streets and highways of the Borough or any private roads or driveways therein.

5.1.10 - Disposition of Solid Waste: All solid waste contracted to be collected herein shall be delivered to the Burlington County Solid Waste Facility located at the Resource Recovery Complex located within the 550 acre complex in the Townships of Florence and Mansfield at 21939 Columbus Road, Mansfield, Burlington County, New Jersey Disposal fees are the responsibility of the Borough of Palmyra.

5.1.11 – Commingling: It shall be a breach of the contract constituting good cause for the immediate cancellation of any contract by the Borough of Palmyra for the contractor to mix the waste collected from the residences or facilities covered under any contract with any waste from many other municipality or from any commercial enterprise or other source from which pick up and disposal is not specifically authorized by the Borough of Palmyra.

5.1.12 - Contractor’s Tonnage Verification: It is the Contractor's obligation to verify, to the satisfaction of the Borough Administrator, the tonnage delivered to the landfill on a form and in a manner acceptable to the Borough. The Contractor shall not mix any solid waste, other than that authorized by the Borough, with waste collected pursuant to this contract.

5.1.14 - Emergency Situations: Whenever it is determined by the Borough Administrator that an emergency situation exists at a residential location that may create a possible health or safety hazard, the Contractor will provide the equipment necessary to remove any solid waste from the location, without additional charge to the Borough. Equipment would be requested only after all other resources had been exhausted in the municipality/county. This situation has not happened in any municipality during the previous contract period.

5.1.15 – Containers: All present containers located at the Municipal Institutions in the Borough of Palmyra will be collected and commingled with residential trash and tipping will be paid by the Borough.

5.2. SPECIFIC CONDITIONS

The Contractor shall provide service for each option awarded by the Borough of Palmyra. The Borough of Palmyra shall select one collection Option for the contract period of three (3) years with the option to renew for two (2) consecutive one-year terms, to commence on April 1, 2023, and ending on March 31, 2026, in accordance with any of the option proposals submitted.

The Contractor shall provide curbside collection, removal, and disposal of solid waste from within the territorial and geographical boundaries of the Borough of Palmyra as outlined in attachment #2.

5.3. COLLECTION OPTIONS

5.3.1 Base Bid: Curbside Collection, Automated, 1x per week (Carts supplied by Borough)

The bid will be for a period of three (3) years, with the option to renew for two (2) consecutive one-year terms to commence on April 1, 2023, and ending on March 31, 2026, in accordance with any of the option proposals submitted, based on a per-unit price per month of each curbside collection unit whether residential or municipal.

Service will be provided automated once per week via 95-, 64-, 35- gallon carts provided by the Borough of Palmyra as outlined in Attachment #2. Only waste within designated receptacles should be collected. Bulky waste will not be collected as part of this option.

Container collection will be for three (3) years, with the option to renew for two (2) consecutive one-year terms, based on the level of service shown in Attachment #2 for the Borough of Palmyra and will be included in the unit price. The contractor may place rear or front load containers at their discretion as long as the total capacity remains the same as it currently is, at each location.

The Lowest Responsible Bidder will be determined by the current number of curbside units outlined in Attachment #2 and on the Proposal page of this document. Any new units will be brought into the contract upon completion and notification to the Contractor by the Borough of Palmyra at the per unit price of the awarded bid.

5.3.2 Option Bid #1: Curbside Bulk Collection by Appointment

Bulky Waste (Type 13) – Bulky Waste will be collected twice per month, by schedule provided in your bid (i.e. first and third Friday of every month). No “white goods” will be collected as part of this contract. Bulk will be collected by appointment only. The Borough will send a list of items and addresses to Contractor at least 24 hours (business hours) prior to collection day. This option can be added at any point during the contract with the Lowest Responsible bidder based on Base Bid with 90 days notice to the Contractor.

5.3.3 Option Bid #2 – To include apartments and condominiums exiting the MACCS Program

Container collection will be for a two (3) year period with (2) one-year options based on the level of service shown in Attachment #2 which lists those apartments and condos currently in the MACCS Program of Burlington County. Those properties exiting the MACCS Program would enter into this agreement effective April 1, 2023, and continue through the expiration of this agreement. Price will be per lift based on container size outlined in Attachment #2. The Borough of Palmyra will be responsible for tipping fees.

5.4. CONTAINERS

All carts are owned and supplied by the Borough of Palmyra. All dumpsters in the Borough of Palmyra are supplied and maintained by the Contractor and are listed in Attachment #2 of this document.

5.5. COLLECTION SCHEDULE

A. All collection services, as described on these specifications displayed in Attachments #2 and #3, shall be performed on all designated days between 6:30 am and 6:00 pm and cannot be changed.

B. The following legal holidays are exempted from the waste collection schedule: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day. When a collection day falls on an above indicated holiday which was previously listed or on any other legal holiday on which the laborers of the contractor are scheduled to work, the contractor shall notify the Borough of Palmyra in writing not less 14 days before the scheduled holiday of the contractor's intent not to collect on the holiday and the new schedule for collection due to the holiday. If a holiday falls on a day a municipality is being serviced, the contractor may either push collection forward by one day (i.e. Mondays collection will be Tuesday, Wednesday collection will be Thursday, etc.) or the contractor may elect to double-up on the next day while keeping any remaining collection days for the week unchanged.

5.6. SOLID WASTE DISPOSAL

A. All solid waste collected within the Borough of Palmyra 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 Burlington County Landfill, Mansfield, New Jersey.

A. The Borough of Palmyra reserves the right to designate another disposal facility [or, if applicable, disposal facilities] 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 Borough of Palmyra will assume all additional costs or benefits that are associated with such designation.

5.7. 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. 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 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.

5.8. 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.

5.9. TELEPHONE FACILITIES AND EQUIPMENT

A. The Contractor must provide and maintain an office within reasonable proximity of the Borough of Palmyra 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 7:00AM and 5:00PM. The Borough of Palmyra shall list the Contractor's telephone number in the Telephone directory along with other listings for the Borough of Palmyra.

5.10. FAILURE TO COLLECT

A. The Contractor shall report to the Contract Administrator, within one (1) hour of the start of the Collection Day, 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 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.

5.11. 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 Borough of Palmyra.

B. The Contractor shall submit a copy of all complaints received and the action taken to the Borough of Palmyra on a monthly basis.

5.12. 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 Damage clause herein contained for breach hereof.

5.13. 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 Borough of Palmyra for the preceding calendar month (the "BillingMonth").

2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Borough of Palmyra for reimbursement.

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

C. 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 Palmyra 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.

D. 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 Palmyra 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 governing body; 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 Borough of Palmyra will pay the costs of disposal, the disposal facility shall bill the

Borough of Palmyra directly for all costs (including taxes and surcharges).

5.14. 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 Palmyra 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.

5.15. 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.

5.16. 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 Borough of Palmyra as an Additional Named insured indemnifying the Borough of Palmyra with respect to the Contractor's actions pursuant to the Contract. The Borough of Palmyra is required to provide **30 days' written notice regarding cancellation or material change of any policy of insurance.**

5.17. CERTIFICATES

Upon notification by the Borough of Palmyra, 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.

5.18. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Borough of Palmyra from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of Palmyra 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 from 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

- ___ 6.2. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.

- ___ 6.3. Statement of bidder's qualifications, experience and financial ability.

- ___ 6.4. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough of Palmyra.

- ___ 6.5. Stockholder statement of ownership.

- ___ 6.6. Non-collusion affidavit.

- ___ 6.7. Consent of surety.

- ___ 6.8. Proposal.

| | |
|-----------------------------------|--------------|
| _____ | _____ |
| Name of Firm or Individual | Title |
| _____ | _____ |
| Signature | Date |

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

Name _____

Complete Address _____

Telephone Number _____

Certificate Number

Date _____

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

New Jersey Department of Environmental Protection
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6.3 STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF BURLINGTON } SS: The Borough of Palmyra

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 Borough of Palmyra to award to _____ the contract for solid waste collection [and recycling] services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that the Borough of Palmyra will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.

4. I also understand and agree that the Borough of Palmyra may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the Borough of Palmyra, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough of Palmyra with any information necessary to verify the answers given.

Name of Firm or Individual

Title

New Jersey Department of Environmental Protection
Compliance and Enforcement
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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 Borough of Palmyra. 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.

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3. Has the bidder failed to perform any contract awarded to it by the Borough of Palmyra under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Borough of Palmyra 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.

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6.4 BID GUARANTY

**[FORM ACCEPTABLE TO THE
CONTRACTING UNIT]**

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6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

**[FORM ACCEPTABLE TO THE
CONTRACTING UNIT]**

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6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF BURLINGTON } S.S.: The Borough of Palmyra

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 has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action in restraint of free, competitive bidding in connection with the above-named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Palmyra 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 ____ 20__.

Notary Public of

My Commission expires _____, 20__.

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6.7 CONSENT OF SURETY

**[FORM ACCEPTABLE TO THE
CONTRACTING UNIT]**

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6.8 PROPOSAL

Proposal for Solid Waste Collection commencing on April 1, 2023, and ending on March 31, 2026, with the option to renew for two (2) consecutive one-year terms, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

Contracting Unit:

I or We _____

of _____

Complete Address:

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

NOTE:

Signature

**Affix seal if
a corporation.**

Title

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6.8.1 BASE BID

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications as described in Section 5.2, 5.3 and Attachment #2 for the period of three (3) years, with the option to renew for two (2) consecutive one-year terms to commence on April 1, 2023, and ending on March 31, 2026.

Base Bid: Automated Curbside Collection, Carts Provided by Borough, Municipal Containers included, 1x/week:

Lowest responsible bidder will be based on 2,436 units. (29,232 annually)

(Disposal billed under Borough account at landfill)

| | <u>Per Unit Price/month</u> | <u>Written Per Unit Price</u> |
|---------------|-----------------------------|-------------------------------|
| Year 1 | \$ _____ | _____ |
| Year 2 | \$ _____ | _____ |
| Year 3 | \$ _____ | _____ |
| Option Year 1 | \$ _____ | _____ |
| Option Year 2 | \$ _____ | _____ |

20–30-yard Roll-off containers

Lowest responsible bidder will be based on 52 pulls annually (Disposal billed under Borough account at landfill)

| | <u>Per haul Price</u> | <u>Written Per Unit Price</u> |
|---------------|-----------------------|-------------------------------|
| Year 1 | \$ _____ | _____ |
| Year 2 | \$ _____ | _____ |
| Year 3 | \$ _____ | _____ |
| Option Year 1 | \$ _____ | _____ |
| Option Year 2 | \$ _____ | _____ |

6.8.2 Option Bid #1 – Bulk Collection

The undersigned will contract to do all the work and furnish all the materials, labor, equipment, etc. necessary to carry out the intent of these specifications as described in Section 5.2, 5.3 and Attachment #2 for the period beginning if and when the Borough of Palmyra decides to opt in, commencing no earlier than April 1, 2023, and ending no later than March 31, 2026. Pricing below will be based on the date the Borough opts in:

| | <u>Per Unit Price/month</u> | <u>Written Per Unit Price</u> |
|---------------|-----------------------------|-------------------------------|
| Year 1 | \$ _____ | _____ |
| Year 2 | \$ _____ | _____ |
| Year 3 | \$ _____ | _____ |
| Option Year 1 | \$ _____ | _____ |
| Option Year 2 | \$ _____ | _____ |

6.8.3 Option Bid #2 – To include apartments and condominiums exiting the MACCS Program

Container collection will be for a three (3) year period with (2) one-year options based on the level of service shown in Attachment #2 which lists those apartments and condos currently in the MACCS Program of Burlington County. Those properties exiting the MACCS Program would enter into this agreement effective April 1, 2023, and continue through the expiration of this agreement. The Borough of Palmyra will be responsible for tipping fees.

Pricing below will be based per lift, by container size.

| 2yd | <u>Per Lift Price</u> | <u>Written Per Lift Price</u> |
|---------------|-----------------------|-------------------------------|
| Year 1 | \$ _____ | _____ |
| Year 2 | \$ _____ | _____ |
| Year 3 | \$ _____ | _____ |
| Option Year 1 | \$ _____ | _____ |
| Option Year 2 | \$ _____ | _____ |
| | | |
| 3yd | <u>Per Lift Price</u> | <u>Written Per Lift Price</u> |
| Year 1 | \$ _____ | _____ |
| Year 2 | \$ _____ | _____ |
| Year 3 | \$ _____ | _____ |
| Option Year 1 | \$ _____ | _____ |
| Option Year 2 | \$ _____ | _____ |

4yd

Per Lift Price

Written Per Lift Price

Year 1 \$ _____

Year 2 \$ _____

Year 3 \$ _____

Option Year 1 \$ _____

Option Year 2 \$ _____

8yd

Per Lift Price

Written Per Lift Price

Year 1 \$ _____

Year 2 \$ _____

Year 3 \$ _____

Option Year 1 \$ _____

Option Year 2 \$ _____

Name of Firm or Individual

Signature

Date

7. CONTRACT DOCUMENTS

7.1. CONTRACT

[FORM SUPPLIED BY CONTRACTING UNIT TO LOWEST RESPONSIBLE BIDDER]

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7.2. PERFORMANCE BOND

**[FORM ACCEPTABLE TO THE
CONTRACTING UNIT]**

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7.4. CERTIFICATE OF INSURANCE

**[FORM ACCEPTABLE TO THE
CONTRACTING UNIT]**

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7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF BURLINGTON }SS.: Borough of Palmyra

I, _____, of the Municipality 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_____.

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7.6 BUSINESS REGISTRATION OF PUBLIC CONTRACTORS

New Jersey Business Registration Requirements

Effective September 1, 2004, all business organizations that do business with a local contracting agency are required to be registered with the State of New Jersey and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

All named contractors and subcontractors in a proposal performing work for a local contracting agency must be registered with the State of New Jersey, Department of Treasury, Division of Revenue and must provide proof of all registrations at the time the proposals are received (the moment in time when proposals are formally opened and no other proposals are accepted) by the Governing Body. Failure to submit proof of registrations(s) for all named contractors and subcontractors with the bid package is a non-waivable defect and will be cause for mandatory rejection of the bid.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project_

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g) (3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, 0.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Any contractor wishing to register should do the following:

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To register; Businesses must complete Form NJ-REG and submit it to the Division of Revenue. The form can be filed online or by mailing a paper form to the Division. Online filing is strongly encouraged.

() Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”

() Download the paper form and instructions at www.nj.gov/treasury/revenue/revpnt.htm. The Division at 609-292-1730 to have a form mailed to you.

*Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm, or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be downloaded from the web at www.nj.gov/treasury/revenue/pdforms/rega.pdf To obtain a copy by mail, call 609-2921730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 086460252.

How do I receive the proof of registration certificate?

- New registrants. When completing Foul). NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online – Item 17; Paper Foul – Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- Previously Registered Businesses. Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date

(Business Start Date Entered on Form NJREG).

A Company official's signature is required below to acknowledge that this requirement is read, understood and complied

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

INCLUSION OF A COPY OF BUSINESS REGISTRATION MANDATORY!

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7.7 ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

| <u>Addendum Number</u> | <u>Dated</u> | <u>Acknowledge Receipt</u> (Initial) |
|------------------------|--------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

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7.7 IRAN DISCLOSURE FORM

Form #39 (Nov. 2016) 1

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

I. Background

A. Certification

Pursuant to Public Law 2012, c.25 (N.J.S.A.52:32-55, et. seq.), any person or entity (“bidder”) that submits a bid or proposal or otherwise enters into or renews a contract with a board of education is required to disclose if it is engaged in investment activities in Iran. In order to comply with the provisions of P.L. 2012, c. 25, all bidders are required to complete a certification that attests that neither the bidder, nor any of its parents, subsidiaries and/or affiliates is listed on the list developed by the New Jersey Department of Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran, pursuant to section 3 of P.L.2012, c. 25 (N.J.S.A. 52:32-57). The Department of Treasury List is available at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. A copy of the list is attached for informational purposes. All bidders are advised to refer to the most current version of the list to ensure compliance with P.L. 2012, c. 25.

B. Unable to certify

If the bidder is unable to certify compliance with the law, the bidder shall provide a detailed and precise description of such investment activities as described in N.J.S.A. 52:32-56(f).

C. False certification

If the board determines that a person or entity submits a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity. The Attorney General shall determine whether to bring a civil action against the person or entity to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

II. Instructions for Completing the Disclosure of Investment Activities in Iran Form

A. Part 1: select and check the appropriate box.

Top box: Select this box if the person or entity (bidder) filling out the form is able to certify that neither the person or entity nor any of the bidder’s parents, subsidiaries, or affiliates is listed in the Department of Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012c, c. 25 (N.J.S.A. 52-32-55, et. seq.). If you check the top box, skip part 2, fill in part 3 and return the form along with other required documentation in your bid or proposal.

Bottom box: Select this bottom box if the person or entity (bidder) filling out the form is listed and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury’s list of entities determined to be engaged in prohibited activities in Iran. If you select this box, you must complete part 2 of the certification.*Form #39 (Nov. 2016) 2*

B. *Part 2*: Complete this part only if you selected the bottom box in Part 2.

If you must complete this part, make sure that you provide a detailed, accurate and precise description of the activities. In so doing, please make sure that you complete all fields. With regards to the Bidder contact information, please provide phone numbers and/or the most effective way to reach the person filling out the form. Add additional activities as attachments, following the format under Part 2. List the number of attachments on the form and affix the attachments to the form.

C. *Part 3*: Certification

Complete this section as required, including printing the name, signing, dating the document, providing the title of the person who is filling the form and the bidder/vendor contact information. The bidder/contact information should be the most effective way to reach the person filling out the form. *Form #39 (Nov. 2016) 3*

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DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name:

Contract Name:

Contract/Renewal Date:

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52:32-55 et. seq.), any person or entity (bidder) that submits a bid or proposal or otherwise proposes to enter into or renew a public contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the board determines that a bidder submits a false certification, the board shall report the name of the bidder to the New Jersey Attorney General, who shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59).

PART 1. PLEASE CHECK APPROPRIATE BOX

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above or am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.

I am unable to certify as indicated above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide the information required in Part 2 will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2. INVESTMENT ACTIVITIES IN IRAN

(Complete only if you checked the second box in Part 1)

Please provide further information related to investment activities in Iran. You must provide a detailed, accurate and precise description of the activities of the bidder, the bidder's parents, subsidiaries and/or affiliates that are engaged in investment activities as described in N.J.S.A 52:32-56(f).

1. Name and Address:

2. Relationship to Bidder:

3. Duration of Engagement:

4. Cessation of Activity: *Form #39 (Nov. 2016) 4*

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5. Bidder Contact Name:

6. Bidder Contact Phone Number:

ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (*Check this box if you are including additional activities*):
If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of Attachments:

PART 3. CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that _____ (*fill in the name of the SFA*) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the school in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the school and that the school, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

1. Full Name (Print): 2. Date:

3. Signature:

4. Title:

5. Bidder/Vendor:

6. Bidder/Vendor Phone Number and/or Contact Information:

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MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract

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Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Borough of Palmyra, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *SI21 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**BOROUGH OF PALMYRA
MUNICIPAL DATA**

MUNICIPAL SOURCES:

| | |
|----------------------------|---|
| Legion Field (parking lot) | 1 – 3yd FL 2x a week |
| Borough Hall | 1 – 3yd FL 2x a week |
| Palmyra Fire Department | 1 – 3yd FL 1x a week (with wheels) |
| Public Works | 3 – 30yd Bulk Trash 1 – 20yd Treated Wood |
| Litter Baskets | <i>Not part of this contract. Will be handled by Public Works</i> |

RESIDENTIAL SOURCES: Curbside

| | |
|---|------|
| Single Family | 1189 |
| Lincoln Ave to Cinnaminson neighborhood | 664* |
| <i>From East to West, Lincoln Ave to Cinnaminson Ave inclusive (both sides of the street). From North to South, Broad St (at RR Tracks) to border with Cinnaminson Twp.</i> | |
| Multi Family (2-4 units) | 33 |
| Townhomes (Riverfront at Palmyra) | 432* |
| Total | 2318 |

**Service may be removed at any time throughout the term of the contract with 90 days written notice to Contractor*

COMMERCIAL SOURCES:

| | |
|--|----------------|
| Total Businesses | 118 Businesses |
| (Curbside along Broad Street and Cinnaminson Avenue) | |

INSTITUTIONAL SOURCES:

Total Schools 2 Schools
(Schools are to be serviced 2x per week from September 1st through June 30th and 1x per week from July 1st through August 31st).

| <u>Institution</u> | <u>Location</u> | <u>Containers</u> |
|-----------------------|-----------------|-------------------|
| Charles Street School | | 1 – 8yd FL |
| | | 1- 4yd FL |
| Palmyra High School | | 1 – 8yd FL |

POPULATION: 7398

AREA: 1.86 SQUARE MILES

TOTAL ROAD MILES: 32 Total Road Miles

TONNAGE REPORT

Solid Waste:

| 2022 | Residential 101 | Bulky Waste 131 |
|-------------|----------------------------|----------------------------|
| January | 167.02 | 9.61 |
| February | 175.74 | |
| March | 220.26 | 22.856 |
| April | 225.77 | 12.21 |
| May | 238.19 | 13.81 |
| June | 265.21 | 20.13 |

| 2021 | Residential 101 | Bulky Waste 131 |
|-------------|----------------------------|----------------------------|
| January | 202.31 | 6.78 |
| February | 174.76 | |
| March | 260.11 | 8.36 |
| April | 254.87 | 24.37 |

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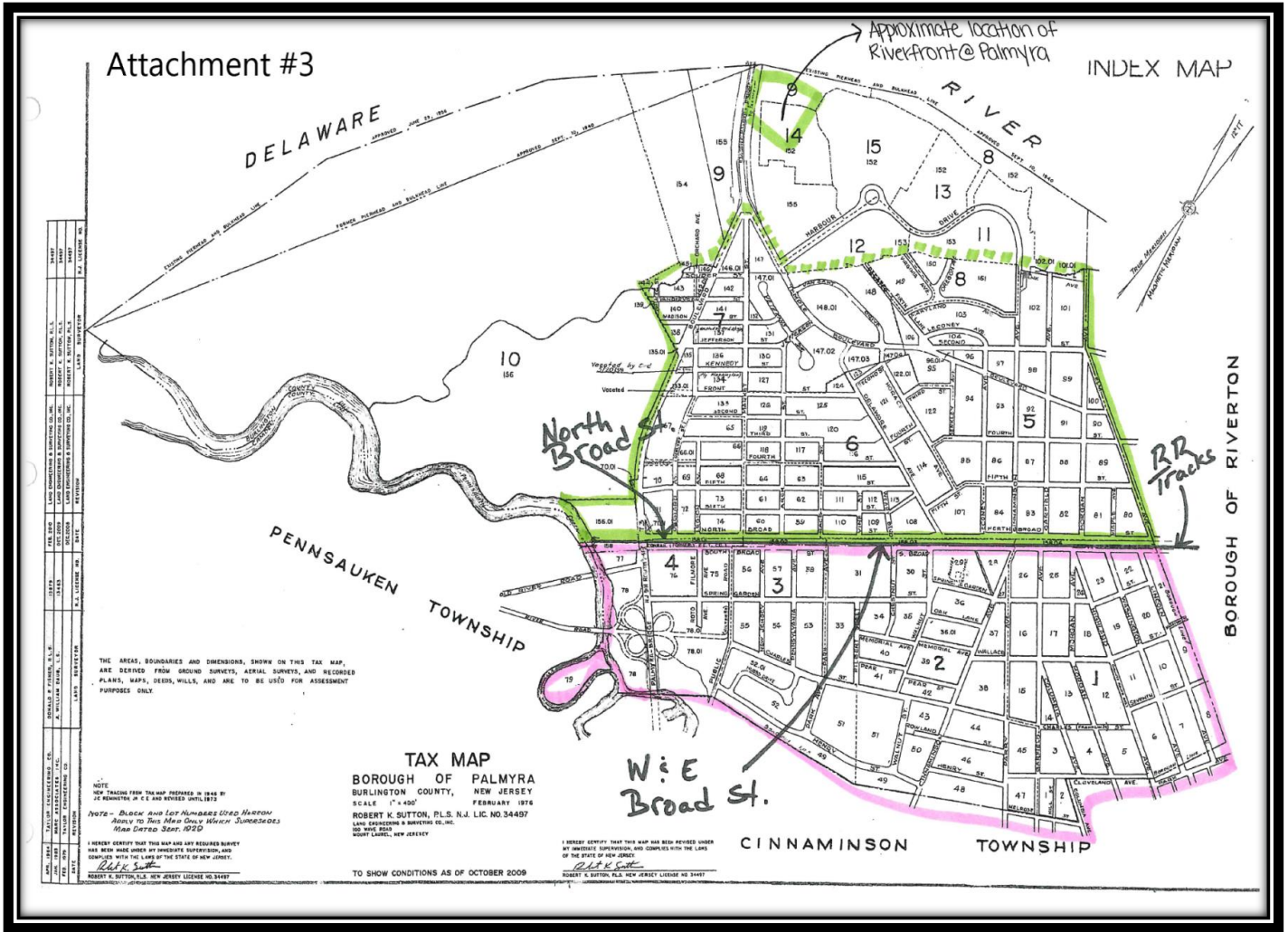
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|-------------------|----------------|---------------|
| May | 248.98 | 20.99 |
| June | 271.61 | 17.6 |
| July | 232.27 | 19.22 |
| August | 216.03 | 13.51 |
| September | 283.2 | 8.02 |
| October | 218.79 | 27.01 |
| November | 239.73 | 5.09 |
| December | 206.37 | 11.52 |
| TOTAL 2021 | 2809.03 | 162.47 |

| | | |
|-------------|----------------------------|----------------------------|
| 2020 | Residential 101 | Bulky Waste 131 |
|-------------|----------------------------|----------------------------|

| | | |
|-------------------|----------------|---------------|
| January | 197.81 | 3.52 |
| February | 159.21 | 16.44 |
| March | 208.62 | 8.41 |
| April | 224.92 | 3.98 |
| May | 233.22 | 10.72 |
| June | 296.49 | 7.25 |
| July | 192.98 | 11.09 |
| August | 230.57 | |
| September | 279.66 | 13.12 |
| October | 215.35 | 13.73 |
| November | 215.55 | 10.54 |
| December | 256.75 | 8.28 |
| TOTAL 2020 | 2711.13 | 107.08 |

APARTMENTS/CONDOS FOR OPTION #2

| Location | # of Units | Size (dec) | Quantity | Frequency |
|-------------------------|------------|------------|----------|-----------|
| Palmyra Arms Apartments | 66 | 8.00 | 1 | 2.00 |
| Palmyra Harbour | 500 | 2.00 | 42 | 2.00 |
| | | 3.00 | 1 | 2.00 |
| River Villas Mews | 44 | 2.00 | 2 | 2.00 |
| | | 4.00 | 1 | 2.00 |
| Willow Shores | 208 | 2.00 | 11 | 2.00 |
| | | 3.00 | 5 | 2.00 |



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