

**THE CITY OF OCEAN CITY
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
CAPE MAY COUNTY
OCEAN CITY, NJ**

**GENERAL REQUIREMENTS & SPECIFICATIONS
FOR
CITY CONTRACT #13-21**

COLLECTION & DISPOSAL OF RECYCLING MATERIALS

DEPARTMENT OF PUBLIC WORKS APPROVALS

**Michael Rossbach
Director of Public Works**

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Office Supervisor**

PURCHASING DIVISION APPROVALS

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City Purchasing Manager**

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Purchasing Assistant**

The City of Ocean City
Department of Administration - Purchasing Division
Invitation of Bid Proposals

This invitation is issued to establish a contract to supply the City of Ocean City, NJ with a commodity or service in accordance with the accompanying specifications.

CITY CONTRACT #: 13-21

SPECIFICATIONS FOR: COLLECTION & DISPOSAL OF RECYCLING MATERIALS

BID OPENING DATE, TIME & LOCATION: **TUESDAY, SEPTEMBER 18, 2012 @ 2:00 PM, EDT**
CITY HALL, COUNCIL CHAMBER, ROOM #301
861 ASBURY AVENUE
OCEAN CITY, NJ 08226-3642

PRE-BID MEETING DATE TIME & LOCATION: **TUESDAY, JULY 31, 2012 @ 10:00 AM, EDT**
CITY HALL, COUNCIL CHAMBER, ROOM #301
861 ASBURY AVENUE
OCEAN CITY, NJ 08226-3642

SUBMIT BID PROPOSALS BEFORE THE SCHEDULED TIME TO: CITY CLERK'S OFFICE
CITY HALL, ROOM #101
861 ASBURY AVENUE
OCEAN CITY, NJ 08226-3642

NUMBER OF COPIES TO BE SUBMITTED:	REQUIRED, SEE SECTION 1.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS
BID SECURITY (SUBMIT WITH BID):	REQUIRED, SEE SECTION 20.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS
CERTIFICATE OF SURETY:	REQUIRED, SEE SECTION 21.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS
PERFORMANCE BOND:	REQUIRED, SEE SECTION 22.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC):	REQUESTED, SEE SECTION 44.0 OF THE GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACTS

PURCHASING CONTACT PERSON: JOSEPH S. CLARK, QPA, CITY PURCHASING MANAGER
TELEPHONE #: (609) 525.9356
FAX #: (609) 399.3779
E-MAIL ADDRESS: jclark@ocnj.us

TECHNICAL CONTACT PERSON: MICHAEL ROSSBACH, CITY DIRECTOR OF PUBLIC WORKS
TELEPHONE #: (609) 399.6111, ext. 9716
FAX #: (609) 525.0645
E-MAIL ADDRESS: mrossbach@onj.us

Note: If your company wishes to be retained on the bid list for the above category of commodities or services, please return either a bid or a "no bid" response to this invitation.

**The City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City, NJ**

**GENERAL INSTRUCTIONS & CONDITIONS FOR CITY CONTRACT #13-21,
COLLECTION & DISPOSAL OF RECYCLING MATERIALS**

1.0 INSTRUCTION FORMS & SPECIFICATIONS

- 1.1 Instructions, forms and specifications may be obtained in person or by certified United States mail from the Ocean City Purchasing Manager, City Hall, Room #203, 861 Asbury Avenue, Ocean City, NJ 08226-3642.
- 1.2 All bids are to be submitted on and in accordance with the Proposal Form approved for this proposal or on an exact replica as to wording and punctuation. Photocopies of this Proposal Form are available at the Office of the City Purchasing Manager.
- 1.3 All bidders shall be **required** to submit **two (2) Complete Sets (one (1) original & one (1) exact photocopy) of the Proposal Forms, Bidders Qualifications, Bid Bonds & Certificates of Surety, the complete bid package in a sealed envelope approximately 10" x 13" or larger addressed to the City Purchasing Manager, C/o The City Clerk, City Hall, Room #101, 861 Asbury Avenue, Ocean City, NJ 08226-3624 and clearly marked with the name and address of the bidder and the number and title of the bid proposal.** Bid proposals may be hand-delivered or mailed; however, the City disclaims any responsibility for bids forwarded by United States Mail and/or Overnight Mail Carriers that are received after the bid opening deadline.
- 1.4 All bid proposals shall be received in the office of the City Clerk, City Hall, Room #101, 861 Asbury Avenue, Ocean City, NJ, 08226-3624 on or before the time and date specified. Bid proposals received after the time considered will be returned to the bidder unopened.
- 1.5 No bid proposals will be considered in which the Proposal, Specifications or any Provisions have been modified, without the permission of the City Purchasing Manager.
- 1.6 Each bid shall be accompanied by a notarized Non-Collusion Affidavit executed by the bidder or, in case the bidder is a corporation, by a duly authorized representative of said corporation. Forms for this purpose are provided in your bid package.
- 1.7 Additional information or clarification of any of the instructions or information contained herein may be obtained from the City Purchasing Manager or his assistant.
- 1.8 To better insure fair competition and to permit a determination of the lowest bidders, bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional, non-responsible bids or bids obviously unbalanced.
- 1.9 Any bidder or bidders finding any discrepancy in or omission from the specifications, in doubt as to their meaning, or feel that the specifications are discriminatory, shall notify the City Purchasing Manager in writing not less than seven (7) days prior to the opening of the bids proposals. Exceptions, as taken, in no way obligate the City to change the specifications. The City Purchasing Manager will notify all prospective bidders in writing, by addendum duly issued of any interpretations or changes made to specifications or instructions.

1.0 INSTRUCTION FORMS & SPECIFICATIONS (CONTINUED)

- 1.10 Bidders must give the full business address, business telephone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- 1.10.1 Bid proposals submitted by partnerships shall be required to furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - 1.10.2 Bid proposals submitted by corporations shall be required to be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - 1.10.3 Bid proposals submitted by sole-proprietorship shall be signed by the proprietor.
 - 1.10.4 When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- 1.11 Bidder should be aware of the following statutes that represent "Truth in Contracting" Laws:
- 1.11.1 Whereas, N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - 1.11.2 Whereas, N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - 1.11.3 Whereas, N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - 1.11.4 Bidder should consult the statutes or legal counsel for further information.

2.0 PREPARATION OF THE BID PROPOSALS

- 2.1 All bidders are encouraged to examine any drawings, specifications, schedules and instructions included in the bid package. Failure to do so will be at the bidder's own risk.
- 2.2 **All bidders are required to utilize type or clearly written ink print when completing the proposal form. Unit and total price extensions shall be fully extended in terms of dollars and cents. Decimal points and commas shall be utilized when and where required.** If and when applicable, a bidder chooses not to bid on specific items, they shall then be required to place the wording "**NO BID**" on the specified line on the proposal form.
- 2.3 All bidders when applicable shall clearly complete the space provided at the top of each bid form with their name and current address.
- 2.4 **No bidder will be allowed to offer more than one (1) price on each item, even though they may feel that they have two or more styles that will meet the specifications.** Bidders must determine for themselves which item to offer. If any bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the City's discretion.
- 2.5 In the case of error in the extension of prices on the bid proposal form (if requested), the unit price shall govern. Unit prices shown shall be net.

2.0 PREPARATION OF THE BID PROPOSALS (CONTINUED)

- 2.6 If erasures or other changes appear on the bid forms, each erasure or change shall be initialed in ink by the individual signing the bid proposal.
- 2.7 The Invitation to Bid Proposal number, the vendors name a current address shall appear on any technical data or other information furnished by the vendor with the bid proposal.
- 2.8 Receipt of amendments/addendum by the bidders must be acknowledged prior to the bid opening. Addendum received prior to bid submittal should be acknowledged in the appropriate space on the bid document. Addendum received after bid submittal should be acknowledged by email, letter or fax transmission.
- 2.9 Any documents intended to supplement or deviate from the express requirements of this Invitation for Bid may result in a rejection of that bid proposal. Bidder quotation forms duplicating the items listed on the enclosed bid can be confusing and are not requested.
- 2.10 Signed bid proposal sheets and all bid price sheets which the bidder has offered pricing, shall be required to be returned for the bid to be considered.

3.0 MATERIAL AVAILABILITY

- 3.1 Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to the submission of the bid and delivery time. It is the responsibility of the bidder to notify the City immediately if item(s) specified are discontinued, replaced or not available for an extended, period of time. The City reserves the right to charge back additional costs (freight, special handling, difference in purchase price, etc.) to the successful bidder when items are not supplied as offered. In addition, failure of the successful bidder to furnish the item(s) awarded from this bid may eliminate the bidder from the active bidder's list.

4.0 ESTIMATED QUANTITIES

- 4.1 **Unless otherwise indicated, the quantities listed in the specifications or on the proposal form are approximate only and are for the purpose of canvassing for bids. The City does not guarantee to purchase any definite quantities,** however, the City does intend to purchase the quantities that are required to meet its specific needs for that item(s) during the term of the contract. The quantities purchased by the City are limited to the amount of monies budgeted and appropriated for the same under New Jersey State Statutes. Payment to the contractor will be made only for the actual quantities of items furnished in accordance with the contract and **it shall be understood that the estimated quantities specified herein may be increased, diminished or omitted without in any way invalidating the prices bid.**

5.0 SAMPLES & LITERATURE

- 5.1 All bids shall be accompanied by descriptive literature giving full description of details as to the types of material and equipment that are to be furnished under the contract. Samples, where required, shall be delivered to the Office of the City Purchasing Manager, 861 Asbury Avenue, City Hall, Room #203, Ocean City, NJ 08226-3642 before the opening of bids unless otherwise required in the specifications. **All packages shall be clearly tagged or marked as "Samples" and each sample shall bear the name of bidder, bid proposal number and item(s) number.** Failure to furnish samples, when required or to clearly identify said samples may be considered sufficient reason for rejection of the bid. All deliveries under the contract shall conform in all respects with samples, catalogue cuts, etc. as submitted and accepted as a basis for the award.

5.0 SAMPLES & LITERATURE (CONTINUED)

- 5.2 The City reserves the right to retain or destroy the articles or materials submitted as a sample for the purpose of testing or proof of contract compliance and will be free from any redress or claim on the part of the bidder or contractor if any article or materials are lost, damaged or destroyed. Upon notification from the City Purchasing Manager that a sample is available for return, it shall be removed by the bidder, within fifteen (15) days or the City will not be held responsible for its disposition.

6.0 MODIFICATION OR WITHDRAWAL OF THE BID PROPOSAL

- 6.1 A bid that is in the possession of the City Purchasing Manager may be altered by telegram, letter, or fax bearing the signature or name of the person authorized for bidding, **provided it is received prior to the time and date of the scheduled bid opening**. Under no circumstances shall the letter or fax reveal the bid proposal price or any changes to those figures, but should only indicate the addition, subtraction or other change in the documents or required support materials.
- 6.2 A bid that is in the possession of the City Purchasing Manager may be withdrawn by the bidder in person or by written notarized request up until the time of the bid opening. Bids may not be withdrawn after the bid opening, unless formal approval has been granted by both the City Business Administrator and the City Purchasing Manager in accordance with the Law.

7.0 DISCOUNTS

- 7.1 Time in connection with prompt payment discounts offered shall be computed from the date that the vendor's payment invoice and properly completed City payment voucher are received by the Accounts Payable Office.
- 7.2 Percentage discounts for payment of invoices in twenty (20) days or more shall be considered in the evaluation of bids when requested on the proposal form. Shorter discount periods shall not be considered in the evaluation of the bid proposals.

8.0 TRADE NAME PROVISIONS

- 8.1 This provision does not apply to items that are identified as **"NO SUBSTITUTION"**.
- 8.2 When items within the proposal are identified by a manufacturer's name, trade name, brand name, catalogue number or reference, it shall be understood that the bidder proposes to furnish the item so identified and does not propose to furnish a substitute unless indicated on the bid proposal form. Brand names shall be specified if offering other than the brand identified by the City. If more than one brand is suggested by the City the bidder shall indicate which brand they are proposing to furnish.
- 8.3 The use of trade names by the City is intended to be descriptive, but not restrictive and only to establish a standard for items that will be considered satisfactory. Bid proposals on all brands and models may be considered provided the bidder clearly states in the bid proposal exactly what they propose to furnish. The bid proposal shall also be accompanied by the manufacturer's specifications for each item proposed. Specifications or descriptive literature must be forwarded with the bid on all proposed substitutes or the bid may be found non-responsible. If a catalogue is submitted, the page number where the item may be found must be marked for each item. A sample may be required for evaluation prior to the acceptance of a substitute.
- 8.4 If a bidder proposes an item different than the item identified and does not provide a manufacturer's specification for that item, the bidder may be found non-responsible for that item.
- 8.5 The City Purchasing Manager reserves the right to inspect and evaluate the proposed alternate item(s) for future consideration and inclusion on the qualified product list.

8.0 TRADE NAME PROVISIONS (CONTINUED)

- 8.6 The City Purchasing Manager reserves the right to approve or reject any proposed substitutes that are a variation from the City's specifications or requirements and to accept any item or group of items as may be in the best interest of the City and in accordance with the Law.

9.0 PATENT RIGHTS

- 9.1 Whenever any materials, process, composition or thing call for in the specifications are covered by letter patents, the successful bidder shall be required to secure before utilizing or employing such materials, process, composition or thing, the assent in writing of the owner or licensee of such letter patents and file same with the City Purchasing Manager.

10.0 COMMERCIAL WARRANTY & MANUFACTURER'S RECOMMENDATIONS

- 10.1 The bidder shall agree that all supplies and/or services furnished under any resultant purchase order issued by the City of Ocean City shall be covered by the most available commercial warranties the bidder gives to any other customer for the same supplies and/or services. All warranty information and certificates shall be furnished at the time of the bid opening and become the property of the City upon the delivery of said items. All rights and remedies stated in the warranties shall be honored by the contractor and/or their manufacturer.
- 10.2 All items shall be of new manufacture unless otherwise specifically stipulated or called for in the specifications.
- 10.3 All products offered shall have passed the first line standards as set forth by the manufacturer. No seconds, blemished articles or items containing defects shall be included in the proposed bid unless specifically stipulated or called for in the specifications.

11.0 TAX EXEMPT STATUS

- 11.1 The City of Ocean City is exempt from Manufacturers federal excise tax and states sales tax. **Tax exemption certificates will be issued on the reverse side of all issued City purchase orders.**

12.0 AWARD & PURCHASE

- 12.1 The City hereby notifies all bidders that it will affirmatively insure, to the best of its ability that in any contract entered into pursuant to this advertisement, that minority business enterprises will be afforded full opportunity to submit bids in response to this Invitation to Bids and will not be discriminated against on the grounds of race, color, sex or national origin in consideration of an award. The bidder hereby agrees that should the bidder be awarded a contract by the City that they will not discriminate against any person who performs work there under because of race, religion, color, sex or national origin.
- 12.2 The City reserves the right to reject any and/or all bids, to waive any informalities or technical defects in the bids, unless otherwise specified by the City to accept any item or groups of items in the bid, as may be in the best interest of the City and in accordance with the Law.
- 12.3 The City will award the contract to the lowest responsive responsible bidder within sixty (60) days after receipt and opening of the bids or within such time as may be stated elsewhere in the specifications.
- 12.4 Upon award by the governing body a contract will be issued by the City to the successful bidder for appropriate signatures. Upon execution of the contact the contractor shall forward all contracts back to the Purchasing Office for final approval and official signatures.

12.0 AWARD & PURCHASE (CONTINUED)

12.5 **The City reserves the right to award at its discretion to any one of the tie bidders or to utilize whatever method of determination that it sees applicable to the circumstances.**

12.6 **For written bid results**, please go to www.ocnj.us, Bid Opportunities & Results.

13.0 ASSIGNMENT OF THE CONTRACT

13.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written approval of both the City Business Administrator and the City Purchasing Manager.

14.0 DELIVERY

14.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule provided in the specifications and/or the bid proposal.

14.2 **All items shall be delivered F.O.B. destination Ocean City, NJ and all delivery costs and charges included in the bid price, unless otherwise stated in the specific conditions or specifications.**

14.3 When applicable, the time (days, weeks, etc.) required for delivery is a significant factor of consideration with respect to the award process. The time required for delivery shall be indicated in the space provided on the proposal form or the bid may be ruled non-responsible and may not be further considered for award. Failure to meet the established delivery dates for any cause other than strikes or an act of God may be due cause for forfeiture of the balance of the contract.

14.4 **The City reserves the right to charge the contractor or vendor one-hundred through one-thousand (\$100.00 - \$1,000.00) dollars per calendar day/incident, or any such other amount as may be stated in the special conditions or specifications, for each day the materials, supplies or services are not delivered in accordance with the delivery schedule.** The per diem charge may be invoked at the discretion of the City, said sum to be taken as liquidated damages and deducted from the bid deposit or final payment or charged back to the contractor or vendor.

15.0 CREDITS/RETURNS

15.1 Each successful bidder shall agree to accept, for full credit and return shipping charges, the return of any item(s) received from their packaging that is delivered damaged or is rendered the same unusable for its intended purpose.

16.0 PAYMENT

16.1 Payment shall be made by the City only after the item(s) awarded to a contractor have been received, inspected and found to comply with the award specifications, free of damage or defect and properly invoiced. **In order for the City, to make payment, the vendor must return the City's voucher that has been properly executed and originally signed. Attached also shall be the vendor's invoice and certified payrolls (when required) that shall both bear the City's purchase order number.** Payment for partial payments shall not be made unless specified in the bid and/or without the prior consent of the Director of Financial Management. Failure to follow these instructions will result in the delay in the processing of invoices for payment.

16.2 The City may withhold payment, due to subsequently discovered evidence, nullifying in whole or part any payment certificate, to such extent as may be deemed necessary to protect the City of Ocean City, including for, but not limited to, the following causes:

16.0 PAYMENT (CONTINUED)

- 16.2.1 Defective work not corrected.
- 16.2.2 Claims filed or responsible evidence indicating probability of filing claims.
- 16.2.3 Known failure of the Contractor to make payments properly to Subcontractors or for materials or labor.
- 16.2.4 A reasonable doubt that the contract can be completed for the balance then unpaid.
- 16.2.5 For damage to another Contractor, agency, governing body, corporation, or person.
- 16.2.6 Contingency for liquidated damages
- 16.2.7 When the above liens and grounds are removed, payment shall be made for the amounts that were withheld because of them.

17.0 ABANDONMENT OR DELAY OF THE CONTRACT

- 17.1 If the work to be done under this contract shall be abandoned by the contractor or if at any time the City Purchasing Manager shall certify in writing to the City Council that the performance of the contract is unnecessarily or unreasonably delayed or that the contractor is willfully violating any of the conditions of the specifications or is executing the same in bad faith or not in accordance with the terms thereof, the City may annul the contract or any part thereof by a written notice served upon the Contractor and the City shall thereupon have the power to contract for the completion of said work in the manner prescribed by law and to charge the entire cost and expense thereof to the contractor or to their Bonding Company.
- 17.2 The cost and expense so charged shall be deducted from and paid by the City out of such monies as may be due or become due to the Contractor under and by virtue of the contract. In the case such expense shall exceed the amount, which would have been completed by the Contractor. Their surety shall pay the amount of such excess to the City.

18.0 TERMINATION CLAUSE

- 18.1 The failure of any contractor or supplier of the City to comply with the terms of this bid shall subject any contract or purchase order to revocation.
- 18.2 If the Contractor shall be adjudged a bankruptcy, or if they should make a general assignment for the benefit of their creditors, or if a receiver shall be appointed on account of their insolvency, or if they would persistently or repeatedly refuse or shall fail, except in the case for which an extension of time has been proven, to supply enough skilled labor or proper materials, or if they shall fail to make prompt payment to Subcontractors for materials or labor that has been rendered, or persistently disregard laws, regulations, ordinances, or the instructions of the City representatives, or otherwise be guilty of a substantial violation of any provision of the contract, then the City of Ocean City may, without prejudice to any other right to remedy and after giving the Contractor seven (7) days written notice, terminate the contract and take possession of the premises and of all the materials, tools, and applications thereon and finish the work by whatever methods or means it may deem expedient.
- 18.3 In such cases as stated above, the Contractor shall not be entitled to receive any further payment until the work is completed to the satisfaction of the City representatives. If the unpaid balance of the contract shall exceed the expenses of the cost to finish the work, including the cost for compensation for additional managerial and administrative services, the Contractor shall be required to pay the difference to the City as herein provided, and the damage incurred through the Contractor's default shall be certified by the City.

19.0 CONTRACTOR'S COOPERATION

- 19.1 The Contractor shall keep in touch with the City Purchasing Manager or any other representative(s) of the City so designated by the Purchasing Manager and shall actively cooperate in all matters pertaining to this contract in any way the Purchasing Manager may direct or to the end that the City of Ocean City shall receive efficient and satisfactory service. The Contractor shall meet with the City Purchasing Manager or his designated representative(s) when requested to answer any questions or to resolve any problems concerning the contract or they may be judged to have failed in the performance of the contract and their bond shall be liable.

20.0 BID SECURITY (REQUIRED TO BE SUBMITTED WITH THE BID PROPOSAL)

- 20.1 **Each Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten (10%) percent of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner.** When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.
- 20.2 The bid security of all bidders except the three (3) apparent lowest responsible bidders, the check or bid bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-249(a) after the opening of the bid proposals. The bid security of the remaining unsuccessful bidders will be returned within three (3) days. Sundays and holidays exempted, after award of the contract and upon receipt and approval of the contractor's Performance Bond.
- 20.3 Non-performance by a successful bidder or their failure to execute the contract or meet bond requirements within ten (10) days after notice of award shall result in his/her bid security being forfeited to the City as liquidated damages.
- 20.4 Where the specifications or instructions provide for no Surety/Performance bond requirements, the check of the successful bidder will be returned upon satisfactory completion of the work or delivery and inspection of the goods and services purchased subject to such other provisions of these instructions or the specifications, whichever may apply.
- 20.5 If no contract has been awarded within sixty (60) days after bid opening, bid security will be returned upon demand of the bidder.

21.0 CERTIFICATE OF SURETY (REQUIRED TO BE SUBMITTED WITH THE BID PROPOSAL)

- 21.1 **Bidder shall submit with the bid a Certificate of Surety or Consent of Surety with Power of Attorney for the full amount of bid price from a Surety Company authorized to do business in the State of New Jersey stating that it will provide said bidder with a Performance Bond in the full amount of the bid proposal.** This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.
- 21.2 All bonds shall be approved as to form and sufficiency by the City Solicitor's Office. If said option to extend the contract is exercised by the City, the Contractor shall be required to renew their Performance Bond at the time of the extension of the term by the City. If the Contractor fails to renew the bond within seven (7) working days after notification by the City, then the extension shall become null and void.

21.0 CERTIFICATE OF SURETY (REQUIRED TO BE SUBMITTED WITH THE BID PROPOSAL) (CONTINUED)

21.2 **The Certificate of Surety documents shall include the following information, in order to be considered complete by the City.**

21.2.1 **A Certificate of Surety** - from an insurance company authorized to issue Surety and Performance Bonds in the State of New Jersey. The Certificate of Surety shall state that upon award of a contract by the City, that a Performance Bond shall be issued and supplied to the City in an amount equal to one-hundred (100%) percent of the total contract and/or an amount established by the City. The Bond shall be for the faithful performance of the contract and in place for the total duration of the contract.

21.2.2 **A Certificate of Power of Attorney** - issued and supplied by an insurance company. This certificate shall state that the Attorney-In-Fact who is the signatory on the Certificate of Surety is duly authorized by the insurance company and its Board of Directors to sign on their behalf.

21.2.3 **A Financial Statement** - issued and supplied by the State of New Jersey's Department of Insurance. This statement shall include financial information on the insurance company that is issuing the Certificate of Surety and the Performance Bond to the City. The information provided shall include a listing of the corporate officers, assets, liabilities and available surplus funds.

21.2.4 **A Certificate of Authority** - issued and supplied by the State of New Jersey's Department of Insurance. This form certifies that the insurance company being utilized for the surety has complied with the laws of the State of New Jersey and is approved to transact business in the State.

22.0 PERFORMANCE BOND (REQUIRED TO BE SUBMITTED UPON AWARD OF THE CONTRACT)

22.1 The successful bidder, when awarded a contract, shall be required to furnish a Performance Bond/Letter of Credit in the full amount of the contract for the faithful performance of all provisions of the terms, conditions and specifications of the contract and their obligations there under. The bond shall be provided by an approved Surety Company authorized to transact business in the State of New Jersey.

22.2 For a one (1) year contract, the successful bidder shall be required to provide a one (1) year performance bond issued by a Surety/Insurance Company in an amount equal to no more than one-hundred (100%) percent of the award price. The successful bidder shall provide said performance bond concurrent with the delivery of the executed contract to the City Purchasing Division, whose offices are located in City Hall, Room #203, 862 Asbury Avenue, Ocean City, NJ 08226.

22.3 Failure to provide the required one (1) year Performance Bond at the time and place specified by the City of Ocean City, New Jersey, shall be cause for assessment of damages as a result thereof in accordance with Section 14.0 of the specifications. In the event that the successful bidder fails to provide said Performance Bond, the City of Ocean City may award the contract to the next lowest responsible bidder, or terminate the bid process and re-bid the collection service in accordance with N.J.A.C. 7:26h-67(d) and Section 18.0 of the specifications.

22.4 **For a multi-year contract, the successful bidder shall be required to provide a Performance Bond issued by a Surety/Insurance Company in an amount equal to no more than one-hundred (100%) percent of the annual value of the contract.** The successful bidder shall provide said Performance Bond concurrent with the delivery of the executed contract to the City of Ocean City Purchasing Manager, whose office is located in Room #203 of City Hall. **The Performance Bond for each succeeding year shall be delivered to the City of Ocean City, New Jersey with proof of full payment of the premium, one-hundred and twenty (120) days prior to the expiration of the current Performance Bond.**

22.0 PERFORMANCE BOND (REQUIRED TO BE SUBMITTED UPON AWARD OF THE CONTRACT)

- 22.5 **Failure to deliver a Performance Bond for any year of a multi-year contract, one-hundred and twenty (120) days prior to the termination of the current Performance Bond** shall constitute a breach of contract and shall entitle the City of Ocean City, NJ to terminate the contract upon the expiration of the current Performance 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 City of Ocean City, NJ, in rebidding the contract.

23.0 RESERVATIONS

- 23.1 The City reserves the right to reject any and/or all bid proposals or parts of bids and to waive any informalities or technicalities in the bids as the interest of the City may require and may be permitted by Law.
- 23.2 **The City reserves the right to award contracts or place orders on a lump sum or individual item basis or such combination as shall, in its judgment, be in the best interest of the City of Ocean City.**
- 23.3 The City may waive minor differences in specifications provided these differences do not violate the specifications intent nor materially affect the operation for which the item or items are being purchased nor increased estimated operating, maintenance and repair cost to the City.

24.0 DEVIATIONS FROM THE SPECIFICATIONS

- 24.1 In addition to the above requirements, all deviations from the specifications must be noted in detail by the bidder in writing at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City for furnishing material(s), equipment or services in full accordance with the specifications as written, and will be grounds for rejection upon delivery of any item(s) not full meeting specifications.

25.0 INSPECTION

- 25.1 All materials, equipment, supplies and/or services delivered to or performed for the City of Ocean City shall be subject to final inspection and/or testing by the city or by other testing laboratories that the City may designate. If the result of one or more of such tests indicates that any part of the materials, supplies or services are deficient in any respect, the city may reject all or any part of the materials, supplies or services to be provided under this contract. Variances in materials, supplies and/or services may be waived upon approval by the City Purchasing Manager.

26.0 DOMESTIC PRODUCTS TO BE UTILIZED

- 26.1 Only manufactured and farm products of the United States wherever available shall be used in connection with this contract pursuant to N.J.S.A. 40A:11-18.

27.0 LAWS & REGULATIONS

- 27.1 In all operations related to any contract awarded under these specifications, all ordinances and regulations of the City of Ocean City and all United States, State of New Jersey, County of Cape May and City Laws, which shall be or become applicable to and control or limit in any way the actions of those engaged as Principal or Manager, must be respected and complied with strictly. The Contractor shall protect and indemnify the City of Ocean City and its Managers of employees against any claim or liability arising from or based on the violation of such laws, ordinance or reservations, whether by them or their employees.

28.0 MERCANTILE LICENSES & PERMITS

- 28.1 The Vendor and/or the subcontractor shall be responsible to secure a City Mercantile License or present a valid New Jersey State License to the City's Mercantile Inspector, located in the Henry S. Knight Building, 115 East 12th Street, 1st floor, Ocean City, NJ 08226. Failure to secure said licenses will be cause for delay in payment by the City and could subject the vendor to possible fines by the City.
- 28.2 The contractor shall comply with all Federal, State, County and local laws, regulations, resolutions and ordinances affecting the work prescribed herein; shall give the proper public authorities all requisite notice in connection with the work and, when applicable shall obtain said permits from the City's Code Enforcement Office, located at the Henry S. Knight Building, 115 East 12th Street, 2nd floor, Ocean City, NJ 08226. The contractor shall be solely responsible for any damages resulting from their neglect to obey all laws, regulations, rules and ordinances and should they perform any work prescribed in the specifications or drawings, knowing it to be contrary to such laws, regulations, resolutions, rules and ordinances and without notifying the City in writing and obtaining a notice to proceed.

29.0 MANDATORY AFFIRMATIVE ACTION REQUIREMENTS & CERTIFICATION (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL)

- 29.1 No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. & N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as part of this bid specification.
- 29.2 Goods And Services (including professional services) Contracts
- 29.3 Each 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:
- 29.3.1 A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one (1) year from the date of the letter); or
- 29.3.2 A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- 29.3.3 A photocopy of an Employee Information Report (Form AA-201) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.
- 29.4 Maintenance/Construction Contracts
- 29.4.1 After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA-201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.
- 29.4.2 The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.
- 29.5 The provisions of Chapter 127. Public Laws of 1975 are applicable to this contract. Bidders are required to familiarize themselves and comply with the requirements of this statute. **Prospective bidders shall be required to answer the attached questionnaire and as applicable, complete the Affirmative Action Affidavit or comply with other requirements of the Law.**

30.0 AMERICANS WITH DISABILITIES ACT OF 1990

- 30.1 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.
- 30.2 The vendor and the City of Ocean City (hereafter, City) do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the vendor agrees that the performance shall be in strict compliance with the Act. In the event that the vendor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the vendor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The vendor shall indemnify, protect and save harmless the City, 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 vendor shall, at its own expense, appear, defend and pay 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 City's grievance procedure, the vendor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damage against the City or if the City incurs any expense to cure a violation of the A.D.A. which has been brought pursuant to its grievance procedure, the vendor shall satisfy and discharge the same at its own expense.
- 30.3 The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the vendor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the City or any of its agents, servants and employees, the City shall expeditiously forward or have forwarded to the vendor every demand, complaint, notice, summons, pleading or other process received by the City or its representatives.
- 30.3.1 It is expressly agreed and understood that any approval by the City of the services provided by the City pursuant to this contract will not relieve the City of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.
- 30.3.2 It is further agreed and understood that the City assumes no obligation to indemnify or save harmless the vendor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the vendor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the vendor's obligations assumed in this agreement, nor shall they be construed to relieve the vendor from any liability, nor preclude the City from taking any other actions available to it under any other provisions of this agreement or otherwise permitted under the law.

31.0 STOCKHOLDER DISCLOSURE STATEMENT (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL)

- 31.1 Whereas N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S Corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid proposal.
- 31.2 Whereas Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School District contract for the performance of any work or the furnishing of any materials or supplies, **unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock of any class or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein.** Failure to furnish this information with your bid proposal shall be cause to reject the bid proposal.

32.0 NON-COLLUSION AFFIDAVIT (REQUIRED FORM TO BE SUBMITTED WITH THE BID PROPOSAL)

- 32.1 **By the submission of this required affidavit,** the bidder certifies that the bid has been arrived at independently and submitted without collusion with any other bidder, and that the contents of the bid has been communicated by the bidder, nor to the best of their knowledge and belief, by any one of its agents, to any person not an employee or an agent of the bidder or its surety on any bond furnished herewith and will not be communicated to any person prior to the official opening of the bid proposal.

33.0 RIGHT-TO-KNOW ACT REQUIREMENTS

- 33.1 Right-to-Know (RTK) Chemical Labeling: New Jersey manufacturers are required to include material safety labeling on all chemical containers. To obtain containers with New Jersey RTK labeling for products manufactured outside of New Jersey, a bid specification can include a clause requiring New Jersey RTK labeling as a term or condition of your contract. Owners shall also ensure that all containers, which are stored at their facilities by contractors, display RTK labeling. The options and exclusions from labeling are found in New Jersey Right-to-Know Act regulations @ (N.J.A.C. 8:59-5.5 & 5.6). General information and labeling assistance for bidders is found on the New Jersey Department of Health and Senior Services Right-to-Know Program website @ www.nj.gov/health/eoh/rtkweb/.
- 33.2 The manufacturer or supplier of substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the City to assure that every container bears a proper label at a City facility. This complies with P. L. 1983, Chapter 315, "Worker and Community Right-to-Know Act", Subsection b, Section 14 and N.J.S.A. 34:5A-et seq., "The New Jersey Worker and Community Right-to-Know Act", effective August 29, 1984. Further, **all applicable material Safety Data Sheets (MSDS), a/k/a hazardous substance fact sheet, shall be required to be furnished to the City of Ocean City and on file with the City Purchasing Division Office.**

34.0 INDEMNITY REQUIREMENTS

- 34.1 If a contract is awarded, the successful bidder shall be required to indemnify and hold the City of Ocean City harmless from and against all liability and expenses, including attorney's fees, however arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the bidder's performance of the contract awarded.
- 34.2 Any property or work to be provided by the bidder under this contract will remain at the bidder's own risk until such time that written acceptance by the City has been granted and the bidder shall replace at their own expense, all property or work damaged or destroyed by any cause whatsoever.

35.0 INSURANCE REQUIREMENTS

- 35.1 Unless otherwise required by special conditions of this invitation for bids, if a contract is awarded, the bidder shall be required to purchase and maintain in full force during the life of the contract, covering all employees engaged in the performance of the contract; Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits not less than those set forth below and pursuant to N.J.S.A. 34:15-12(a) & N.J.A.C. 12:235-1.6.
- 35.1.1 Comprehensive General Liability Insurance
- 35.1.1.1 General liability limits of \$3,000,000.00 each occurrence and \$3,000,000.00 aggregate products and completed operations.
- 35.1.2 Comprehensive Automobile Liability Insurance
- 35.1.2.1 Comprehensive automobile liability limits of \$3,000,000.00 each occurrence
- 135.1.2..1 The automobile liability insurance shall cover all motor vehicles used in the performance of this contract.
- 135.1.2..2 Automobile coverage shall include all "owned", "non-owned" and "hired" automobiles used in the performance of this contract.
- 35.1.3 Worker's Compensation Insurance
- 35.1.3.1 Statutory coverage, including employer's liability coverage.
- 35.1.4 Environmental impairment or \$1,000,000.00 combined single limit pollution exclusion clause referring back to the general liability insurance
- 35.2 The successful bidder shall provide the City with certificates of insurance evidencing the coverages required above. Such certificates shall provide that the City and be given at least sixty (60) days prior written notice of any cancellation of, intention not to renew or material change in such coverage. **These certificates shall be provided and on file with the City Purchasing Office prior to commencing work in connection with this contract.**

Note: On all liability insurance policies, the City of Ocean City shall be named as additional insured and insurance certificates furnished to the City shall indicate that such is in effect.

- 35.3 **THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE BIDDER OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE BIDDER IN THE CONTRACT AWARDED OR FOR WHICH THE BIDDER MAY BE LIABLE BY LAW OR OTHERWISE. FAILURE TO PROVIDE AND CONTINUE IN FORCE SUCH INSURANCE AS REQUIRED ABOVE SHALL BE DEEMED A MATERIAL BREACH OF THE CONTRACT AND SHALL OPERATE AS AN IMMEDIATE TERMINATION THEREOF.**

35.0 INSURANCE REQUIREMENTS (CONTINUED)

35.4 Indemnification - Hold Harmless Agreement

- 35.4.1 Bidder shall indemnify and hold harmless the City of Ocean City/the owner from all claims, suites or actions and damages or costs of every name and description to which the City of Ocean City/the owner may be subjected or put by reason of injury to the person or property of another, or the property of the City of Ocean City/the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods or services, or in the performance of the work under the contract.
- 35.4.2 The vendor shall on all certificates specifically mention to a hold harmless contract.
- 35.4.3 The vendor shall be required to sign a hold harmless agreement upon execution of the contract and award.
- 35.4.4 The automobile liability insurance shall cover all motor vehicles used in the performance of this contract.
- 35.4.5 Automobile coverage to include all "owned", "non-owned" and "hired" automobiles.
- 35.4.6 Every certificate of insurance providing these above stated coverage's should contain the following clause:
- 35.4.6.1 "No reduction, cancellation, or expiration of the policy shall become effective until sixty (60) calendar days from the date that written notice is actually received by the City of Ocean City, NJ."
- 35.4.6.2 All insurance policies shall name the City of Ocean City, NJ as additional insured.
- 35.4.6.2.1 Contractors insurance shall be considered as primary.
- 35.4.6.2.2 The successful Contractor shall sign a hold harmless agreement as prescribed by the Atlantic County Municipal Joint Insurance Fund and the City of Ocean City, upon the execution of the contract.
- 35.4.6.2.3 Prior to the execution of the contract, the Contractor shall supply the City's Purchasing Manager with the appropriate and necessary certificate(s) of insurance for review and approval by City personnel.
- 35.4.6. All necessary insurance certificates and documents shall be directed in a timely fashion as prescribed by these specifications to the following City office:

City of Ocean City, NJ
Purchasing Division City Hall, Room #203
861 Asbury Avenue
Ocean City, NJ 08226-3642
Telephone #: (609) 525-9356
Fax #: (609) 399-3779

36.0 OCCUPATIONAL SAFETY & HEALTH ACT

- 36.1 All materials, supplies and equipment furnished or services performed under the terms of the purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act (O.S.H.A.) of 1970 (Public Law #91-596), as well as with other applicable Federal, State, County and local Codes.

37.0 TOBACCO & DRUG FREE ENVIRONMENT

- 37.1 The usage of tobacco, drugs and alcohol are prohibited in the City's buildings, facilities and vehicles per Ocean City Resolution #93-32-143.

38.0 CONFLICT OF INTEREST POLICY

- 38.1 All bid awards are subject to N.J.S.A. 40:69A-163 and City of Ocean City Resolution #94-33-108 which states "no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed, for any person operating any interurban railway, street railway, gas works, waterworks, electric light or power plant, heating plant, telegraph line, telephone exchange or other public utility within the territorial limits of such municipality."

39.0 BIDDERS' EXPERIENCE & QUALIFICATIONS

- 39.1 All persons or firms submitting bids shall be legally engaged in the lines of work or trades required in the specifications or shall be able to refer to the work of a similar nature performed by them when specified and required.
- 39.2 All Corporations and firms submitting proposals shall be authorized to perform business of this nature in the State of New Jersey.
- 39.3 Prior to the award, the Contractor shall be required to satisfy the City of Ocean City that they have and/or are willing to promptly provide suitable and proper manpower, the required tools, equipment and materials for each one of the different types of work that is being proposed in the specifications and the bid proposal.
- 39.4 Upon request, the Contractor shall be required to file financial and experience statements with the City Purchasing Division. These statements shall be attested by a Public Notary of the State of New Jersey and their content shall be approved by the City and its authorized representatives.
- 39.5 In addition to the financial qualifications, the Contractor may also be required to prove to the satisfaction of the City that they have successfully completed a contract of similar nature and scope, in an amount of not less than fifty (50%) percent of the amount of the proposed work and/or project.

40.0 BIDDERS' EXPERIENCE & QUALIFICATIONS

- 40.1 The qualifications that are submitted shall be utilized by the City in their determination of the reliability and reputation of the Contractor. They may only be modified, when in the best interest of the City, reliability and reputation can be better determined.
- 40.2 The City of Ocean City shall be the sole judge of the merits of the qualifications submitted and may make such investigations of the same as are deemed proper and necessary.

41.0 CONTRACTOR'S EMPLOYEES

- 41.1 The Contractor shall not be permitted to employ any laborer, working person or skilled mechanic contrary to the rulings of the various authorities having jurisdiction hereof.
- 41.2 Special attention shall be given by the Contractor to the labor requirements established by the Revised State Statutes 24:9-1 relating to the employment of legal United States citizens; the Revised State Statutes 34:9-2 as it relates to the preference of employment of New Jersey citizens; and the Revised State Statutes 10:2-1 forbidding discrimination in the employment of citizens by reasons of race, creed or color.

42.0 SPECIAL CONDITIONS

42.1 These special conditions are contract requirements and are not shown as separate pay items. Costs for these items are to be included within the pay items on the proposal form.

42.2 **Superintendence by the Contractor**

42.2.1 At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the City and has authority to act for the Contractor.

42.3 **Coordination with City Personnel**

42.3.1 All correspondence inquires, payment applications, and reporting from the Contractor shall be to the City's project representative. Photocopies of all correspondence from the Contractor to the City shall be provided to the City Project Representative. Procedures for coordination during the contract are to be established at the pre-contract meeting.

42.4 **Quality Control**

42.4.1 The Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The Contractor's superintendent is responsible for the quality of work on the job. A quality control plan shall be submitted to the City for review and approval, prior to the start of the contract and shall include the following minimum requirements:

42.4.1.1 The name of the contractor's superintendent.

42.4.1.2 The name of the quality control manager (the superintendent may assume this responsibility).

42.4.1.3 Procedures for reporting progress/deficiencies of the work to the City. The contractor shall be required to submit, at a minimum on a monthly basis, a progress report indicating the following items:

42.4.1.3.1 Schedule update

42.4.1.3.2 Changed conditions, conflicts, or delays encountered

42.4.1.3.3 Deficiencies observed in the contract and proposed corrective action

42.4.1.3.4 Certified payrolls (When & where required)

42.5 Procedures for notification of City representative prior to performing key activities.

42.5.1 The City Representative for this Contract Michael Rossbach, Director of Public Works 115 East 12th Street, Ocean City, NJ 08226 to be notified at least twenty-four (24) hours prior to performing key activities or any of the listed activities. Telephone #: (609) 399-6111, ext. 9716

42.5.2 Inspection of Service

42.5.3 The Contractor shall inspect the work to ensure conformance with the Contract documents. All work is subject to inspection by the City. City inspections and tests are for the sole benefit of the City, and does not:

42.0 SPECIAL CONDITIONS (CONTINUED)

- 42.5.3.1 Relieve the Contractor of responsibility for providing adequate quality control measures;
- 42.5.3.2 Relieve the Contractor of responsibility for damage to the work prior to acceptance;
- 42.5.3.3 Constitute or imply acceptance.
- 42.5.3.4 The presence or absence of a City representative does not relieve the Contractor from any contract requirement.
- 42.5.4 The Contractor shall, without charge, replace or correct work found by the City not to conform to contract requirements. The Contractor shall promptly correct any contract deficiencies.
- 42.5.5 If the Contractor does not promptly replace or correct rejected work, the City may, by contract or otherwise, replace or correct the work and charge the cost to the contractor.
- 42.5.6 The Contractor may be held responsible for the cost of City inspections beyond normal working hours, or on weekends, if the Contractor performs work during such times.
- 42.5.7 The following individuals are the City personnel directly involved with administering the performance of this contract.
 - 42.5.7.1 Michael Rossbach, Director of Public Works or his appointed designees. Telephone #: (609) 399-6111, ext. 9716

43.0 COMPLETION OF THE CONTRACT

- 43.1 All bidders shall be required to guarantee the completion of the contract in accordance with the schedule as provided in the specifications and/or the Bid Proposal.
- 43.2 Time extensions may be granted as per the following guidelines:
 - 43.2.1 Extensions of the contract time shall not be granted for changes in the work, which do not directly affect the Contractor's ability to achieve an overall contractual timely completion of the work.
 - 43.2.2 Extensions of contract time shall not be granted for delays that reasonably could have been avoided by the Contractor, or which could have been overcome by the Contractor by re-sequencing their activities, increasing their work force, accelerating deliveries, and all other reasonable efforts to fulfill their contractual obligations.
 - 43.2.3 Extension of the contract time may be granted if the overall completion of the work was delayed by prior authorized changes in the work, by acts of other Contractors, or by the discovery of archaeological finds, or hazardous substances. In those events, the City may waive claims for liquidated damages and for the recovery of cost for additional professional and testing services, commensurate with the time extensions that may be so granted.
 - 43.2.4 The Contractor may be granted an extension of the contract time for the following causes, only if they prevent that which is critical to the completion of the work:
 - 43.2.4.1 Acts of civil or military authorities
 - 43.2.4.2 War or riot
 - 43.2.4.3 Fire, floods, earthquakes, hurricanes or other cataclysmic natural phenomenon.
 - 43.2.4.4 Epidemics or quarantine restrictions
 - 43.2.4.5 Strikes, labor disputes, verified material shortages, or freight

43.0 COMPLETION OF THE CONTRACT (CONTINUED)

- 43.3 Embargoes that are beyond the Contractor's control to remedy.
- 43.4 The Contractor may be granted an extension of the contract time for delays caused by extreme adverse weather conditions, if they reasonably prevented productive construction that was critical to achieving contractual timely overall completion of the work.
- 43.5 Extensions of Contract time shall not be granted for delays stemming or arising from shortages of materials, unless the Contractor documents that they have made diligent and timely efforts to obtain such materials from all known reasonable sources. The Contractor also shall demonstrate that those delays could not have been overcome by re-sequencing the work. "Materials" in this context are defined as raw and fabricated materials, articles, parts or equipment, which are customarily "off the shelf", items.
- 43.6 Extensions of the contract time shall not be granted for reasons that in any way relate to the financial condition of the Contractor, or of their Subcontractors, Sub-subcontractors, material suppliers, fabricators, labor force or other related suppliers.
- 43.7 **The City reserves the right to charge the Contractor the fees/fines that have been established in Section 14.0 of the specifications per calendar day/incident or such other amount as may be stated in the special conditions or technical specifications, for each day the materials, supplies or services are not delivered or supplied in accordance with the established construction/performance/delivery schedule.** The per diem charge may be invoked at the discretion of the City. The said sum shall be taken as liquidated damages and deducted from the bid deposit, final payment or charged back to the Contractor and/or vendor, and such liquidated damages shall not be considered as a penalty. The City will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages.
- 43.8 The Contractor shall be required to unconditionally guarantee that they can and will complete the work within the time limit stated in the Specifications and the Contract Documents, or within the time as extended in accordance with the provisions of these specifications.
- 43.9 The City shall have the right to defer the beginning, or to suspend the whole or any part of the work herein specified to be done whenever, in the opinion of the City representatives, it may be necessary or expedient for the City to do so. And if the contract is delayed in the completion of the work by an act or neglect of the City, or if any employee of their or of any other Contractor employed by the City or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any causes beyond the City's control or by any cause which the City shall decide to justify the delay, then for all such delays and suspensions the Contractor shall be allowed one (1) day additional to the time herein stated for each and every day of such delay so caused in the completion of the work, the same to be ascertained by the City, and a similar allowance of extra time will be made for such delays as the City may find to have been caused by the City. No such extension shall be made for any reason unless within fifteen (15) days after the beginning of such delay a written request for additional time shall be filed with the City.

44.0 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC) (REQUIRED CERTIFICATE TO BE SUBMITTED PRIOR TO THE AWARD OF THE CONTRACT)

- 44.1 Whereas N.J.S.A. 52:32-44 requires that each bidder (contractor) and named subcontractor shall submit proof of business registration prior to the award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet @ www.nj.gov/njbgs or by telephone @ (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:
- 44.1.1 The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 44.1.2 Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 44.1.3 During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales & Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.
- 44.2 A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.
- 44.3 All contractors shall be responsible for the notification of their sub-contractors at all levels and for the submittal of the required Business Registration Certificate's to the City's Purchasing Division.

45.0 NEW JERSEY LOCAL UNIT "PAY-TO-PLAY" LAW (REQUIRED FOR THIS CONTRACT)

- 45.1 Pursuant to New Jersey Local Unit "Pay-to-Play" Law (N.J.S.A. 19:44-20 et seq.), all contractors are being placed on notice of the following:
- 45.1.1 The Law prohibits a county or municipality from entering into a contract having an anticipated value in excess of \$17,500.00 with a business entity, except a contract that is awarded pursuant to a fair and open process, if that business entity has made a reportable contribution in excess of \$300.00, in the case of a county to any county committee of a political party in that county, if a member of that political party is serving in an elective public office of that county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that county when that contract is awarded. In the case of a municipality, to any municipal committee of a political party in that municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when that contract is awarded. A business entity that enters into such a contract with a county or municipality would be prohibited from making a contribution to any of these committees during the term of the contract.
- 45.1.2 Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC @ (888) 313.3532 or @ www.elec.state.nj.us.

46.0 NEW JERSEY PREVAILING WAGE RATES REQUIREMENTS (REQUIRED WHEN & WHERE APPLICABLE FOR THIS CONTRACT)

- 46.1 Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on contracts for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available @ www.state.nj.us/labor/lssc/ispubcon.html.
- 46.2 The provisions of Chapter 150 of the Laws of 1963 as amended by Chapter 64 of the Laws of 1974, New Jersey State Statutes, Prevailing Wage Rates on Public Contracts, as determined by the Department of Labor and Industry, are applicable to this contract. **When applicable certified payrolls shall be required and noncompliance of this requirement will be cause for delay in the process of payments.**

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

**The City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City, NJ**

RIGHT TO EXTEND - TIME FOR AWARD

The City of Ocean City is required by The Local Public Contracts Law, N.J.S.A. 40A:11-24, to make an award on products or service within sixty (60) days of the bid opening date.

Should the City of Ocean City require an additional thirty (30) days extension to make an award of this bid, by signing this document you shall grant the City of Ocean City, NJ the right to extend this award up to ninety (90) days, if deemed necessary.

SIGNED: _____
(Signature)

TITLE: _____
(Please Print or Type)

COMPANY: _____

DATED: ____ / ____ / **2012**

TYPE OF PRODUCT OR SERVICE OFFERED: _____

The City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City, NJ

STOCKHOLDER DISCLOSURE STATEMENT

Name of Business: _____

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

OR

I certify that no one stockholder owns ten (10%) percent or more of the issued and outstanding stock of the undersigned.

Please check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Corporation Limited Liability Partnership
- Subchapter S Corporation

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

Stockholders

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of

_____, 20 ____.

(Signature of the Notary Public)

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

My Commission expires: ____/____/20____

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ of the City of _____
(Partnership, Corporation, Individual, LLC, etc)

_____ in the County of _____

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

I am _____ of the firm of _____ the bidder making the
Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has
not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of
free, competitive bidding in connection with the above named project; and that all statements contained in connection with the
above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct and made
with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the
statements contained in this affidavit 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

_____ (N.J.S.A. 52:34-15)
(Name of the Contractor)

Signature of Contractor _____

Subscribed and Sworn to _____

before me this _____ day

of _____,

(Please print or type the name of affiant under signature)

Notary Public of _____

My Commission Expires: _____ / _____ / 20 _____

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

N.J.S.A. 10:5-31 & N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services & General Service Contracts
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 for the 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 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 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 or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

N.J.S.A. 10:5-31 & N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (CONTINUED)

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 AA-201

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Submitted by: _____
(Name of the Firm)

Name: _____
(Please Print or Type)

Signature: _____

Title: _____

Dated: ____ / ____ / **2012**

AFFIRMATIVE ACTION REGULATIONS NOTICE TO BIDDERS

Re: Affirmative Action Regulations P. L. 1975, C. 127
Procurement and Service Contractors
"Bidders are required to comply with the requirements of P. L. 1975, C. 127."

A. CONTRACTORS/VENDORS

1. Contractors and/or vendors will submit with the signed proposal Affirmative Action evidence. The Affirmative Action evidence shall be in one of the following forms.
 - a. An existing federally approved or sanctioned affirmative action program.
 - b. A Certificate of Employee Information Report from the Treasurer Office of the State of New Jersey.
 - c. If the Contractor/Vendor cannot present "a" or "b" - the Contractor/Vendor is required to submit a completed Employee Information Report (Form AA-201). This form will be made available to Contractor/Vendor by the City of Ocean within seven (7) days after notification of intent to award the contract or receipt of the contract, whichever is sooner.

THE FOLLOWING QUESTIONS SHALL BE ANSWERED BY ALL PROSPECTIVE BIDDERS:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
YES _____ NO _____
2. Do you have a State Certificate of Employee Information Report Approval?
YES _____ NO _____
 - a. If yes, please submit a photocopy of such Certificate of Employee Information Report with this proposal.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of P. L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the Law.

CONTRACTOR/VENDOR: _____
(Signature)

(Title)

Note: A Contractor's bid shall be rejected as non-responsive, if a contractor fails to comply with the requirements of P. L. 1975, C.127

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

**The City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City, NJ**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder does hereby acknowledge the receipt of the following addenda issued by the City:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledgement Receipt (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ **No Addenda were received**

Acknowledgement for: _____
(Name of the Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Please Print or Type)

Title: _____

Dated: ____ / ____ / **2012**

**The City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City, NJ**

BIDDER'S CHECKLIST

The following checklist is provided for each bidder to check off documents submitted with their bid:

- A. **Bid Deposit** in the form of a Certified Check, Cashier's Check, Treasurer's Check or Bid Bond. **(Required)**

- B. **Certificate from a Surety Company** stating if the bid is accepted, they will provide the required Performance Bond. **(Required)**

- C. **Stockholders Disclosure Statement** properly notarized listing stockholders or partners owning ten (10%) percent or more of corporation or partnership stock. **(Required)**

- D. **Non-Collusion Affidavit properly notarized (Required)**

- E. **New Jersey Business Registration Certificate (BRC) (Requested)**

- F. **Affirmative Action Evidence (Required)**

- G. **W-9 Form**

- H. **Deviations from specifications, if applicable**

- I. **Acknowledgement of Receipt of Addenda (Required)**

- J. **Authorized signatures on all forms**

**City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City, NJ**

City Contract #13-21

Collection & Disposal of Recycling Materials

Section "A" – Scope of Work

1.0 Invitation to Bid

- 1.1 The City of Ocean City is soliciting bid proposals from solid waste collectors interested in providing the collection, hauling, and disposal of recycling material from residential and commercial locations within the City of Ocean City, NJ, for a **period of five (5) years**, to commence on February 1st, 2013 and ending on January 31st, 2018. The work of this contract shall include the collection, hauling and disposal of recycling material according to the bid specifications and N.J.A.C. 7:26. **Two (2) proposals shall be submitted**, one (1) for "**Dual Stream**" collection and one (1) for "**Single Stream**" collection. This is due to the potential of the Cape May County Municipal Utilities Authority accepting "single stream" recycling material in the near future.
- 1.2 The work of this contract shall also include the following collection options for hauling and disposal of the following recycling materials located within the City of Ocean City and as outlined in these specifications.
- 1.2.1 Collection & Disposal of White Goods & Large CEDs (Covered Electronic Devices)
 - 1.2.2 Collection & Disposal of Yard Waste
 - 1.2.3 Collection & Disposal of Boardwalk Recycling Cans
 - 1.2.4 Collection & Disposal of Business District Recycling Cans
 - 1.2.5 Collection & Disposal of Street End Recycling Cans
- 1.3 The continuous performance of this service and work without any interruption is essential and a primary requirement of this contract.
- 1.4 The successful contractor shall be responsible for the appropriate collection of all indicated recycling material from all premises, both residential and commercial in nature, within the corporate boundaries of the City of Ocean City, NJ.

2.0 Changes to the Bid Specifications

- 2.1. Notices of revision or addenda to advertisements or bid documents relating to the submission of a bid proposal shall be no later than five (5) days, Saturdays, Sundays and holidays excluded, prior to the date for acceptance of bid proposals, to be published in the following local newspapers:
- 2.1.1 Newspaper Circulating in the County of the Municipality
 - 2.1.1.1 The Ocean City Sentinel – Ocean City, NJ
 - 2.1.2 Newspaper of General Circulation Published in the State of New Jersey
 - 2.1.2.1 The Star Ledger – Newark, NJ

3.0 Definitions

- 3.1 **"BID PROPOSAL"** means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.
- 3.2 **"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.
- 3.3 **"BID SPECIFICATIONS"** means all documents requesting bid proposals for municipal solid waste collection services contained herein.
- 3.4 **"CERTIFICATE OF INSURANCE"** means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.
- 3.5 **"COLLECTION SITE"** means the location of waste containers on collection day.
- 3.6 **"COLLECTION SOURCE"** means a generator of designated collected solid waste to whom service will be provided under the contract.
- 3.7 **"CONSENT OF SURETY"** means a promissory note guaranteeing that if the contract is awarded, the surety will provide a performance bond.
- 3.8 **"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.
- 3.9 **"CONTRACT ADMINISTRATOR"** is the person authorized by the contracting unit to procure and administer contracts for solid waste collection services.
- 3.10 **"CONTRACTING UNIT"** means the municipality of 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 where 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 of 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.
- 3.11 **"CONTRACTOR"** means the lowest responsible bidder to whom award of the contract shall be made.
- 3.12 **"DESIGNATED COLLECTED RECYCLABLE MATERIAL"** means the material designated by the City of Ocean City and the Cape May County Municipal Utilities Authority classified as designated recycling, thus subject to separate collection and not covered by the terms and conditions of these specifications. Designated collected recyclable material includes the following items:
- 3.12.1 Mixed Paper
 - 3.12.2 Commingled Bottles, Plastic (#1-7) & Cans
 - 3.12.3 Yard Waste [Grass Clippings, Leaves, Christmas Trees, Tree Trimmings & Branches]
 - 3.12.4 White Goods
 - 3.12.5 Tires
 - 3.12.6 Scrap Metal
 - 3.12.7 Covered Electronic Devices (Computers, Monitors & Televisions)

3.0 Definitions (Continued)

- 3.13 **“DESIGNATED COLLECTED SOLID WASTE”** means solid waste Type 10. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal or vegetable wastes. **“DISPOSAL FACILITY”** shall mean those sites designated in the Cape May County Solid Waste Management Plan for use by the City of Ocean City, NJ. The current disposal facility that will accept the types of wastes that will be collected pursuant to this contract is listed below:
- 3.13.1 Cape May County Municipal Utilities Authority
Secured Sanitary Landfill
Dennisville-Petersburg Road
County Route #610
Woodbine, NJ 08270
- 3.14 **“DUAL STREAM COLLECTION”** means the collection of recycled material separated at the point of collection into waste Types 12 & 18, and kept separate during collection, hauling and delivery.
- 3.15 **“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.
- 3.16 **“HOLIDAY”** means a regularly scheduled collection day on which the authorized disposal facilities are closed, including:
- 3.16.1 New Years Day (January 1st)
3.16.2 Thanksgiving Day (fourth Thursday in November)
3.16.3 Christmas Day (December 25th)
- 3.17 **“LEGAL NEWSPAPER”** means the names of the newspapers selected by the contracting unit for publishing official notices and advertisements of bid proposals. The **three (3) publications** satisfying this requirement are presented below:
- 3.17.1 The Ocean City Sentinel
3.17.2 The Star Ledger
3.17.3 The Ocean City Gazette
- 3.18 **“PROPOSAL FORMS”** means those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.
- 3.19 **“SERVICE AREA”** means the geographic area in which solid waste collection services will be required. The successful Contractor shall be responsible for the proper and appropriate collection of all indicated solid waste material from all premises, both residential and commercial in nature, within the corporate boundaries of the City of Ocean City, NJ.
- 3.20 **“SINGLE STREAM COLLECTION”** means the collection of recycled material, waste Types 12 & 18, comingled together during the collection hauling and delivery
- 3.21 **“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.

4.0 **Bid Proposal Opening**

- 4.1 All bid proposals will be publicly opened and read by the City of Ocean City Purchasing Manager in City Council Chambers located in Room #303 of City Hall for the City of Ocean City, located at 861 Asbury Avenue, **Tuesday, September 18, 2012 @ 2:00 PM, local time.**
- 4.2 All bid proposals shall be delivered by hand or mail to the Ocean City Clerk's Office located in Room #101 on the ground floor of City Hall, located at 861 Asbury Avenue, prior to the time and the date of the public bid opening as stated in the above Section 4.1.
 - 4.2.1 All bid proposals that are mailed must be delivered in such a fashion that the bidder will receive written confirmation or notification of the delivery of the bid proposal to the City of Ocean City, NJ.
- 4.3 All bid proposals will be date and time stamped upon receipt by the City of Ocean City, NJ.
- 4.4 The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:
 - 4.4.1 Certified photocopies of bidder's certificate of public convenience and necessity and an approved letter issued in conformance with N.J.S.A. 13:1E-126;
 - 4.4.2 Bid Guarantee;
 - 4.4.3 Non-Collusion Affidavit;
 - 4.4.4 Stockholder Disclosure Statement or Ownership; Corporate Disclosure Statement;
 - 4.4.5 Certificate of Surety;
 - 4.4.6 Bid proposal forms.
- 4.5 All of the foregoing shall be submitted in accordance with the instructions of these specifications. The division of the bid specification into parts is merely for convenience and ready reference; all parts of the bid specification constitute a single document.
 - 4.5.1 All bid proposals shall be hand delivered or mailed in a sealed envelope of sufficient size, with the name and address of the bidder and the name and the number of the bid as set forth in the public advertisement for bids, written clearly on the outside of the sealed envelope.
- 4.6 Bidder is solely responsible for the timely and proper delivery of the bid proposal and no bid proposal shall be considered which are presented after the public call for receiving bid proposals. Any bid proposal received after the date and time specified in Section 4.1, will be returned, unopened, to the bidder.

5.0 **Submission of the Bid Proposal**

- 5.1 In addition to the provisions previously stated, an experience and equipment statement prepared in an appropriate report format that establishes and sets forth the following items shall accompany the bid proposal:
 - 5.1.1 Proof of having a business engaged in the recycling waste industry for a minimum of five (5) years.
 - 5.1.2 Proof of any similar contracts, either private or public in nature, fully completed or currently in force.
 - 5.1.3 Proof of having successfully provided local government or county recycling curbside collection to a community with a minimum of 10,000 household units, for a minimum of twelve (12) consecutive months.

5.0 Submission of the Bid Proposal (Continued)

- 5.2 The submission of a proposal for this work shall be considered as a representation that the bidder has carefully and completely investigated all relevant and material conditions which affect, or might at some future date, affect the performance of the work or services covered by the proposal, and the entire area to be serviced.
- 5.3 The submission of a proposal for this work shall clearly indicate that the bidder is fully informed and aware of conditions to be experienced and encountered regarding the character, quality, and quantity of work necessary to properly perform this contract, and personnel, equipment, material and supplies needed to carry out the specifications of this agreement.
- 5.4 The submission of a proposal for this work shall indicate that the bidder is sufficiently familiar and aware of all applicable Federal, State, County and Local laws, regulations and ordinances which in any way affect the execution of the work or persons engaged or employed in the work or the materials and equipment used in the execution of this work.
- 5.5 The contractor shall protect and indemnify the City of Ocean City, NJ, and its employees or agents against any and all claims of liability arising from or based on the violations of any above stated laws, regulations, and ordinances, whether committed by the bidder or their employees, agents or authorized representatives.
- 5.6 Bid amounts submitted on the bid proposal form shall be for the first year of the contract. Increases in each subsequent year shall be the advertised October Philadelphia Consumer Price Index (CPI-U) in the year prior to the beginning of each contract year capped at five (5%) percent. For example the increase for contract year 2014 (February 1st, 2014 to January 31st, 2015) shall be the advertised **2013 October Philadelphia CPI-U**. The lesser of the two shall be utilized to calculate the actual percentage increase amount for each subsequent contract year. Only the Department of Labor advertised Philadelphia CPI-U can be utilized for an increase, no other calculations shall be acceptable.
- 5.7 A **Pre-bid Meeting concerning the Bid Specifications for Collection and Disposal of Recycling Material will be held on Tuesday, July 31st @ 10:00 AM, local time in City Council Chambers, located on the third floor of City Hall.** City Hall is located at 861 Asbury Avenue. The Pre-bid Meeting is open to all interested vendors. The Pre-bid Meeting is voluntary however the City strongly encourages all potential bidders to attend. Ample opportunity will be provided for all vendors to ask questions regarding the specifications for the Collection and Disposal of Recycling Material.

6.0 Award of the Contract & Starting Date

- 6.1 Following receipt of all bids submitted in a timely and correct fashion, a tabulations committee consisting of appropriate City officials and employees, will carefully review all submissions and make their recommendations to City Council, who will consider them and then adopt a resolution either to award a contract to a responsible, responsive bidder offering the best proposal, or to reject the bids, setting forth the reasons for rejection as prescribed by the State Local Public Contract Law.
- 6.1.1 All bidders shall be notified of the City's decision.
- 6.2 The contract shall be awarded or all bids rejected within sixty (60) days of the public opening of the bid proposals, unless an extension of additional time has been granted by the lowest responsible bidder.
- 6.3 The successful bidder shall be required to execute the contract and furnish the needed Performance Bond, as stated in Section 22.0 of this contract, within fourteen (14) calendar days after the award of the contract by the City Council of Ocean City, NJ.
- 6.4 The successful bidder shall be required to offer a contract that incorporates the terms and conditions of the specifications, and sets forth any particulars resulting from the public bid process.
- 6.5 The successful bidder shall be required to commence with the contract on February 1st, 2013.

7.0 Quantity of Solid Waste Material Generated Within the City of Ocean City, NJ

- 7.1 Presented in this section are recyclable material tonnage figures for the City of Ocean City from 2007 to 2011. This data represents tonnage figures for material collected by the City of Ocean City's recycling collection contractor for the indicated recycling classifications for the indicated years. The tonnage figures have been obtained from the Cape May County Municipal Utilities Authority Monthly Municipal Tonnage Reports.
- 7.2 Furthermore, in addition to the provided recycling tonnage information for the City of Ocean City, the bidder shall be aware of the following relevant facts furnished in this section.
 - 7.2.1 There are approximately 17,425 household units located within Ocean City. This number includes, but is not limited to single family, multifamily and condominiums, both year round as well as seasonal/summer residences.
 - 7.2.2 There exists a significant seasonal population fluctuation in Ocean City. Estimated population figures are as follows:
 - 7.2.2.1 **Winter** (year round) 12,300
 - 7.2.2.2 **Summer** (seasonal) up to 150,000
- 7.3 Refer to definition section of this contract for proper definitions and classification of waste types.
- 7.4 The bidder shall be responsible to make their own determination as to the quantity of recycling material to be collected. The contractor is advised that information in this section is for their information and benefit only.
- 7.5 Any and all waste collected as a result of this contract shall be classified in accordance with the current recycling classification system as established by the Cape May County Municipal Utilities Authority (C.M.C.M.U.A.).

8.0 Payment Schedule

- 8.1 Payment shall be made on a monthly basis and within thirty (30) business days of receipt of properly prepared invoice(s). The following payment options are available to the successful contractor:
 - 8.1.1 **OPTION LETTER "A"** - Monthly payment of one - twelfth (1/12) of the contractor's total bid price.
 - 8.1.2 **OPTION LETTER "B"** - Payment shall be made monthly based upon the following percentages of the contractor's lump sum bid price in each calendar year portion of the contract.

January to May, inclusive	8% per month
June to September, inclusive	9% per month
October to December, inclusive	8% per month

- 8.2 The successful contractor shall notify the City's Director of Financial Management in writing as to which payment option they elect. Written notification shall be made within ten (10) working days after award of the contract.

9.0 Assignment & Termination of Contract

- 9.1 This contract shall not be assigned unless specifically authorized by the City. In the event of death, bankruptcy, insolvency, or appointment of a receiver of an individual contractor, the dissolution of a corporate or partnership contractor, a receivership, or bankruptcy, the City may declare said contract forfeited.
- 9.2 In the event of forfeiture, the contractor's bondsman may be permitted to complete the performance of the contract, at the option and privilege of the City, provided it produces satisfactory proof in a timely fashion to the city of its ability to accomplish such work.

10.0 Recycling Material Documentation

10.1 In order to permit timely and proper verification of recycling tonnage amounts, the contractor shall submit on a monthly basis, tonnage (weight) receipts generated by the Cape May County Municipal Utilities Authority (C.M.C.M.U.A.) Solid Waste Facility and/or the Atlantic County Utilities Authority (ACUA) Solid Waste Facility for the disposal of all recycling material collected under the terms and conditions of this contract.

10.2 This solid waste documentation shall be furnished to the following City office:

Director of Public Works
City of Ocean City, NJ
Henry S. Knight Building
Department of Public Works
115 East 12th Street
Ocean City, NJ 08226

10.3 The contractor shall be given ten (10) working days to provide this recycling material documentation to the above stated City office.

11.0 **C.M.C.M.U.A. Disposal Fine & Surcharges**

11.1 In order to permit verification of recycling tonnages, the contractor shall comply with the following provisions:

11.1.1 The contractor shall supply the City of Ocean, NJ, with vehicle numbers, tag numbers, and sizes in cubic yards of collection equipment operating in the City of Ocean City under the scope of this contract.

11.1.2 If any changes occur in equipment usage because of mechanical difficulty or acquisition of new equipment, the contractor shall notify the City of Ocean City within two (2) working days of the number of the vehicle, the tag number and the size of the vehicle being replaced.

11.1.3 This procedure is subject to field verification by the City's contract administrator, the Manager of Public Works Operations.

11.2 Financial fines, violations or assessed surcharges as a result of the disposal of recycling material generated from the work associated with this contract, shall be handled in accordance with the procedure stated below.

11.2.1 Fines for the contamination of designated recyclables (Type 12 & Type 18) with Type 10 Municipal Waste, shall be the financial responsibility of the City of Ocean City.

11.2.2 If negligence in the performance of the collection work on the part of the contractor can be documented and verified, the cost of any and all financial fines, penalties, or surcharges shall then be the exclusive responsibility of the contractor.

11.2.3 The burden of proof needed to determine and document negligence is the duty of the City of Ocean City. The decision of the City of Ocean City shall be final.

12.0 **Technical Specifications & Definitions**

12.1 For the purpose of this contract, the following items listed below shall be considered as designated recyclables and subject to collection under the terms and conditions of this contract.

12.0 Technical Specifications & Definitions (Continued)

12.2 Mixed Paper

12.2.1 Mixed paper refers to solid waste Type 12 "recyclable paper".

12.2.2 Mixed paper includes the following items, however, is not limited to these items.

- 12.2.2.1 Newspaper with inserts
- 12.2.2.2 Magazines
- 12.2.2.3 Corrugated cardboard
- 12.2.2.4 Kraft grocery bags
- 12.2.2.5 Junk mail including envelopes
- 12.2.2.6 Office paper
- 12.2.2.7 Computer paper
- 12.2.2.8 Catalogs
- 12.2.2.9 Paperback books
- 12.2.2.10 Shredded Paper
- 12.2.2.11 Cereal boxes
- 12.2.2.12 Cracker & Cookie boxes
- 12.2.2.13 Other non-contaminated food boxes made of cardboard
- 12.2.2.14 Pages from hard bound books with outer cover removed

12.2.3 Mixed paper shall be set out for collection in accordance with City Ordinance #90-12. **(This set out requirement may change if Single Stream Collection is adopted by the County)**

- 11.2.3.1 Tied bundles of mixed paper or cardboard not to exceed twelve (12") inches high.
- 11.2.3.2 Mixed paper placed in a cardboard box or a paper bag, not to exceed fifty (50 lbs.) pounds in weight.
- 11.2.3.3 Tied bundles of mixed paper or cardboard shall not be larger than 1' x 3' x 3' in size.

12.2.4 Any mixed paper product shall not be collected if placed out for collection in any type of plastic bag.

12.2.5 Any type of mixed paper set out for collection that is contaminated with food, wax, dirt, mud, sand, or any other unacceptable substance, shall not be collected.

12.2.6 In accordance with the Cape May County Municipal Utilities Authorities (C.M.C.M.U.A.) provisions, recyclable paper can and shall be mixed together for collection and disposal at the C.M.C.M.U.A. designated facility.

12.0 Technical Specifications & Definitions (Continued)

12.3 Commingled Containers

12.3.1 Commingled containers refer to Waste Type 18 recyclable cans and bottles.

12.3.2 Commingled containers includes the following items, however, is not limited to these items.

12.3.2.1 **Glass**

Food and beverage glass bottles and jars of clear, brown, or green in color, up to two and one-half gallon (2½ gals.) in size.

12.3.2.2 **Plastic**

Plastic bottles including clear and green "PETE" and natural and color "HDPE" food, beverage, soap, detergent, household cleaners, health and beauty aids, and other plastic bottles with a "1" through "7" inch imprint on the bottom, up to two and one-half gallon (2½ gals.) in size.

12.3.2.3 **Aluminum**

Aluminum beverage cans, such as soda, juice, iced tea and beer cans.

12.3.2.4 **Metal or Bimetal Cans**

Include food, beverage and pet food cans or containers manufactured out of metal or bi-metal material.

12.3.2.5 **Tin Plated Steel Cans**

Includes all health or beauty aids aerosol cans, but excludes those aerosol cans with paint, petroleum products, pesticides, or other potentially hazardous material or substance.

12.3.3 Examples of glass material that **shall not** be considered recyclable and thus shall not be collected:

12.3.3.1 Plate glass windows

12.3.3.2 China (plates, bowls, cups, etc...)

12.3.3.3 Ceramics

12.3.3.4 Mirrors

12.3.3.5 Any glass from a vehicle (windows)

12.3.3.6 Any glass container that held any potentially hazardous material as defined by standards & procedures set forth by N.J.A.C. 7:26-8

12.3.4 Examples of plastic bottles or containers that **shall not** be considered recyclable and thus shall not be collected:

12.3.4.1 Plastic motor oil containers

12.3.4.2 Plastic dry gas containers

12.3.4.3 Plastic antifreeze jugs

12.3.4.4 Any other plastic container with automobile fluids

12.3.4.5 Plastic insect/bug killing containers

12.3.4.6 Plastic weed killer containers

12.3.4.7 Cottage cheese, yogurt or sour cream plastic containers

12.3.4.8 Plastic eating utensils or plates

12.3.4.9 Plastic drinking cups or straws

12.3.4.10 Any plastic container that holds any potentially hazardous material as defined by standards and procedures set forth by N.J.A.C. 7:26-8.

12.0 Technical Specifications & Definitions (Continued)

12.3 Commingled Containers (Continued)

12.3.5 Examples of metal, bimetal, aluminum, and tin containers or items that **shall not** be considered recyclable and thus shall not be collected:

- 12.3.5.1 Lawn chairs & other outside furniture
- 12.3.5.2 Window screens & associated frames
- 12.3.5.3 Storm doors
- 12.3.5.4 Any container that held any potentially hazardous material as defined by standards and procedures set forth by N.J.A.C. 7:26-8.

12.3.6 In accordance with Cape May County Municipal Utilities Authority (C.M.C.M.U.A.) provisions, commingled containers can and shall be mixed together for collection and disposal at the C.M.C.M.U.A. designated facility.

12.3.7 Any commingled containers shall not be collected if placed out for collection in any type or size of plastic bag, cardboard box, or shopping cart.

12.3.8 Commingled containers shall be set out for collection in accordance with City Ordinance #90-12. **(This requirement may change if Single Stream Collection is adopted by the County)**

- 12.3.8.1 All commingled containers can be placed out for collection together in an approved recycling material receptacle with a City or Cape May County issued recycling sticker/label.

12.4 Approved Recycling Material Container or Receptacle

12.4.1 The resident or business, in suitable containers consistent with the City's Solid Waste Ordinance #90-12, shall place recycling material out.

- 12.4.1.1 A suitable or acceptable trash/garbage container can be of any color.

12.4.2 A suitable or acceptable recycling material container or receptacle is defined as a durable, weather resistant container no larger than thirty-two (32 gals.) gallons in size and fifty (50 lbs.) pounds in weight. Also accepted are biodegradable Kraft paper bags, which are designed and sold for this purpose.

12.4.3 Recycling material containers or receptacles, when emptied by the contractor, shall be placed in the upright position as not to impede traffic or pedestrian flow.

- 12.4.3.1 At no time, shall recycling material containers be thrown, kicked, punched, or otherwise mistreated or mishandled in such a fashion as to inflict damage to the containers or receptacle.
- 12.4.3.2 At all times, while performing the work associated with this contract, the contractor shall exercise due care when handling recycling material containers or receptacles.

12.4.4 All recycling material containers or receptacles must have placed in a highly visible location an appropriate City or Cape May County issued recycling sticker or label. This sticker or label is issued by the City free of charge.

- 12.4.4.1 If desired, the contractor will be furnished with an ample supply of City issued recycling stickers or labels free of charge.

12.0 **Technical Specifications & Definitions (Continued)**

12.4 **Approved Recycling Material Container or Receptacle (Continued)**

12.4.5 The contractor shall collect, transport, and dispose of all residential and commercial recycling material and items properly placed out for collection along the curbs and alleys within the City of Ocean City, NJ. In some condominium locations access may be off the road into parking areas and/or private entrances. All items must be placed out for collection in accordance with City Ordinance #90-12, with the following exception.

12.4.5.1 The City intends to offer cardboard collection to Boardwalk frontage businesses in the area between 6th & 14th Streets.

12.4.5.2 The City will require these businesses to register with the Department of Public Works to have the contracted recycling company perform this service on the regular collection day(s).

12.4.5.3 The registration will require the Boardwalk businesses to obtain and compensate the current contracted recycling company for the rental of two (2) yard container(s) based on the individual businesses needs or placement may be in the form of the cardboard tied, bundled and stacked behind the establishment, accessible for pick-up.

12.4.5.4 The City of Ocean City will provide pick-ups based on the residential regular scheduled collections days and any additional pick-ups will be at the businesses expense, as is any rental fee associated with the container.

12.4.5.5 The Department of Public Works will notify the contractor of the registered businesses prior to the start of each collection week.

13.0 **Collection Transporting & Delivery Process**

13.1 **Dual Stream**

13.1.1 The equipment utilized for the collection of the designated recycling material shall comply with all requirements of this contract. Waste Type 12 and 18 shall be kept separate during collection, transport and delivery of the collected recycle material. Split packer bodies, separate collection bins or separate vehicles may be necessary for the collection of mixed paper and the collection of commingled containers.

13.1.2 The collection vehicle(s) for both major categories of designated recycling material (mixed paper & commingled containers) can be a rear loading, front loader, or side loader.

13.1.3 When utilizing a compaction vehicle for the collection of commingled containers, the compaction unit (ram rod) cannot be utilized at all for any reason or purpose.

13.1.4 The compaction unit (ram rod) can be utilized with the collection of mixed paper.

13.2 **Single Stream**

13.2.1 The equipment utilized for the collection of the designated recycling material shall comply with all requirements of this contract. Waste Type 12 & 18 may be comingled during collection, transport and delivery of the collected recycle material.

13.2.2 The collection vehicle(s) for both major categories of designated recycling material (mixed paper and commingled containers) can be a rear loading, front loader, or side loader.

14.0 Disposal Location for Recycling Material

- 14.1 The contractor shall be responsible for complying with all appropriate laws, regulations, and rules with respect to collecting, loading, transporting, and unloading of recycling material as outlined in the Cape May County Municipal Utilities Authority (C.M.C.M.U.A.) Solid Waste Management Plan.
- 14.2 The City of Ocean City's Shelter Road Recycling Complex may be made available (free of charge) to the contractor for the temporary storage of commingled containers.
 - 14.2.1 The only type of recycling material permitted to be brought and stored at the City owned and operated facility is commingled containers collected as a result of work performed under the terms and conditions of this contract.
 - 14.2.2 Maximum length of time that recycling material can be stored on a temporary basis at this City owned facility shall be seventy-two (72) hours.
 - 14.2.3 The contractor shall fully and totally cooperate with the Department of Public Works personnel in maintaining the cleanliness and safe order of the Shelter Road Recycling Complex. Failure to follow specified instructions given by City personnel in conjunction with the usage and cleaning of the Shelter Road Facility may result in the assessment of liquidated damages as described in this contract.
- 14.3 The contractor shall comply with all customer advisories issued by the Cape May County Municipal Utilities Authority during the term of this contract.
- 14.4 The contractor shall be required to transport and unload all recycling material in an appropriate and safe fashion, at the approved site, as designated by the Cape May County Municipal Utilities Authority Solid Waste Operations staff or other approved site as designed by the City of Ocean City.
- 14.5 The contractor shall understand that at the time of the preparation of these specifications, the designated disposal site is the Intermediate Processing Facility (IPF) located off the Dennisville-Petersburg Road, which is County Route 610, in the Township of Upper and the Borough of Woodbine. The Atlantic County Utilities Authority located at 6700 Delilah Road, Egg Harbor Township for the disposal of recycling materials may be designated an alternate site for disposal, if the Cape May County Intermediate Processing Facility is in the process of being converted into a single stream plant.

15.0 Collection Schedules & Routes

- 15.1 The collection schedule/route currently being utilized by the City of Ocean City is on Page 43. Please refer to the Collection Schedule listed in Sections 16.0 & 17.0.
 - 15.1.1 The contractor shall be required to collect all recycling material placed out for collection in accordance with City Ordinance #90-12 from both residential and commercial properties.
- 15.2 All of these terms and conditions shall be adhered to at all times on each and every collection day.
 - 15.2.1 All sections are from the bay front to the oceanfront.
 - 15.2.2 Hours of collection are limited to the period of 7:00 am to 8:00 pm, local time.
 - 15.2.3 The scheduled days for recycling material collection must coincide with the collection of trash and garbage. Recycling collection shall be the same day, but not necessarily the same time.
 - 15.2.4 The collection of recycling material associated with this contract shall be performed during the designated scheduled time period as established by Section 13 of these specifications.
 - 15.2.5 Absolutely no recycling material collection of residential or commercial locations shall be allowed or permitted on Sunday without the expressed written permission of the City.

15.0 **Collection Schedules & Routes (Continued)**

15.2 All of these terms and conditions shall be adhered to at all times on each and every collection day.
(Continued)

15.2.6 Routes and schedules shall be subject to the approval of the Director of Public Works or their duly authorized designee, the Administrative Office Supervisor.

15.3 Off season collection time period starts on January 1st and ends on the Friday before the following Monday's in June;

2013 - June 17th
2014 - June 16th
2015 - June 15th
2016 - June 13th
2017 - June 12th

then starts once again on the second (2nd) Monday in September to December 31st.

15.4 The twice a week summer collection season starts on the following Mondays in June;

2013 - June 17th
2014 - June 16th
2015 - June 15th
2016 - June 13th
2017 - June 12th

and concludes (ends) on the 1st Saturday after Labor Day.

15.5 The contractor shall understand that at the time of the preparation of these specifications, the City is utilizing a schedule which provides once a week collection of recycling material during the off season and twice a week collection during the summer season. Refer to the specifications for details regarding the schedules and routes.

15.6 The City reserves the right to make needed adjustments or changes to the designated schedule based upon relevant factors to be evaluated by the City of Ocean City.

15.6.1 The contractor will not experience any additional or increased frequency of collection as a result of any collection schedule or route changes mandated by the City of Ocean City.

15.6.1.1 The contractor shall not receive any additional financial consideration for adjustments or changes in the designated recycling material collection schedule.

15.6.2 Adequate and sufficient notice shall be provided by the City of Ocean City to the contractor prior to any adjustments or changes to the existing recycling collection schedule.

15.6.2.1 For only this item of the contract, adequate and sufficient notice shall consist of no less than thirty (30) calendar days from receipt of written notification from the City of Ocean City stating the adjustment or the change to the collection schedule that will take place.

15.6.2.2 Written notification shall include the following minimum information.

15.6.2.2.1 Date of correspondence.

15.6.2.2.2 Date for commencement of proposed schedule or route change.

15.6.2.2.3 New schedule or route to be utilized by the contractor.

15.6.2.3 Written notification must be delivered by the United States Postal Service, registered mail with return receipt.

15.6.3 The City of Ocean City shall be responsible for any and all advertising, including payment, associated with any adjustments or changes of the recycling material collection schedule or route.

16.0 **Schedule of Routes for Off Season Collection**

- 16.1 ONCE A WEEK COLLECTION TO BE WITHIN THE FIVE (5) DAY PERIOD, MONDAY TO FRIDAY, INCLUSIVE. ONE (1) DAY PER WEEK FOR EACH SECTION ACCORDING TO THE FOLLOWING SCHEDULE/ROUTE:

MONDAY

SOUTHSIDE OF THIRTY FOURTH STREET TO SOUTHERN MOST POINT OF OCEAN CITY

TUESDAY

SOUTHSIDE OF SEVENTEENTH STREET TO NORTHSIDE OF THIRTY FOURTH STREET

WEDNESDAY

SOUTHSIDE OF NINTH STREET TO NORTHSIDE OF SEVENTEENTH STREET

THURSDAY

SOUTHSIDE OF THIRD STREET TO NORTHSIDE OF NINTH STREET

FRIDAY

LONGPORT BRIDGE (NORTHERN MOST POINT OF OCEAN CITY) TO NORTHSIDE OF THIRD STREET

17.0 **Schedule of Routes for Summer Season Collection**

- 17.1 TWICE A WEEK COLLECTION TO BE WITHIN THE SIX (6) DAY PERIOD, MONDAY TO SATURDAY, INCLUSIVE. TWO (2) DAYS PER WEEK FOR EACH SECTION ACCORDING TO THE FOLLOWING SCHEDULE/ROUTE:

MONDAY & THURSDAY

LONGPORT BRIDGE (NORTHERN MOST POINT OF OCEAN CITY) TO THE NORTHSIDE OF NINTH STREET

TUESDAY & FRIDAY

SOUTHSIDE OF NINTH STREET TO NORTHSIDE OF TWENTY EIGHTH STREET

WEDNESDAY & SATURDAY

SOUTHSIDE OF TWENTY EIGHTH STREET TO SOUTHERN MOST POINT OF OCEAN CITY

18.0 **Equipment**

- 18.1 The contractor shall provide collection vehicles specifically designed for the collection and safe, covered, transport of recycling material. Vehicles shall be maintained in an acceptable and safe mechanical condition, shall be suitably painted and shall be kept in a constant state of cleanliness, free of any obnoxious odors and/or smells.
- 18.1.1 All vehicles and equipment utilized by the contractor shall be legally registered with, and comply with applicable requirements of the New Jersey Motor Vehicle Laws.
- 18.1.2 All vehicles and equipment utilized by the contractor shall be legally registered with, and comply with the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.
- 18.2 Waste capacity size of any and all vehicles engaged in the collection of designated recycling material shall be at the discretion of the contractor. The following conditions in the City of Ocean City are hereby stated:
- 18.2.1 The majority of recycling collection work performed under the terms and conditions of this contract is performed in the alleys of Ocean City.

18.0 Equipment (Continued)

- 18.2 Waste capacity size of any and all vehicles engaged in the collection of designated recycling material shall be at the discretion of the contractor. The following conditions in the City of Ocean City are hereby stated:
(Continued)
- 18.2.2 The average width of a typical alley in Ocean City is between twelve (12') and fifteen (15') feet.
- 18.2.3 There are numerous locations on a citywide basis where structural elements of residential properties are immediately adjacent to the alley or where roofing elements overhang into the alley right-of-way.
- 18.2.4 The private contractor is fully responsible for any public or private property damage that occurs as a result of the performance of this contract. This includes property damage caused by recycling collection vehicles.
- 18.3 The contractor shall be responsible for all cost of equipment maintenance and repair, fuel oils, lubricants, parts and required service.
- 18.4 All equipment shall be professionally lettered on each side of the truck cab and/or body with the name and phone number of the contractor clearly stated. Lettering shall be a minimum of three (3") inches in height.
- 18.4.1 Furthermore, all equipment shall have a vehicle number located in plain view, with a minimum lettering height of three (3") inches. Preferred location for vehicle numbers would be on the front bumper and above the rear hopper.
- 18.5 Extra equipment shall be available at all times to replace vehicles requiring maintenance or repair.
- 18.6 Prior to the signing of the contract, the contractor shall furnish the City of Ocean City with the following information on all vehicles/equipment utilized in the execution of this agreement:
- 18.6.1 The year
- 18.6.2 The make or manufacturer
- 18.6.3 The model & model number, if applicable
- 18.6.4 State license plate number
- 18.6.5 The C.M.C.M.U.A. Solid Waste Decal number
- 18.6.6 The cubic size of solid waste capacity
- 18.7 The City shall have the right to inspect all vehicles and equipment, at any time, during the term of this contract. The contractor shall comply with any and all reasonable requests relative to the maintenance and repair of said vehicles and equipment used in the execution of this contract.
- 18.7.1 The contract administrator may order any of the contractor's vehicles used in the performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these specifications. In such event, the contractor shall replace such vehicle, at their sole cost and expense, with a conforming vehicle acceptable to the contract administrator.
- 18.8 The contractor shall not substitute vehicles/equipment except in an emergency where designated vehicles and/or equipment are unavailable and/or under repair.
- 18.9 The contractor shall notify the City, in writing, providing previously stated information upon the acquisition of any new vehicle/equipment to their fleet. Such notification shall be furnished within two (2) working days upon receipt of the vehicle/equipment.
- 18.10 Failure to comply with these provisions after the receipt of one (1) written warning from the City shall constitute just cause for the termination of the contract, and the performance bond for continuation of collection services may be invoked.

19.0 Personnel

- 19.1 All personnel engaged in the collection of recycling material shall be able-bodied persons employed directly by the contractor in accordance with all provisions of Federal, State, and Local employment laws and regulations.
- 19.2 All personnel shall always maintain a professional, courteous and respectful attitude towards the general public at all times.
- 15.2.1 All personnel of the contractor shall not use abusive, vulgar, or profane language when dealing with City employees or members of the general public.
- 19.3 All personnel engaged in the execution of this contract shall be outfitted in a standard, uniform, which at a minimum, requires the wearing of a company adopted or accepted shirt, which clearly indicates employment with the contractor. Additionally, it is recommended that all personnel, while performing the collection requirements of this contract, wear a reflective safety vest/shirt. Pants, boots, hats, and other articles of clothing are optional, and at the discretion of the contractor.
- 19.4 Absolutely, at no time shall there be any soliciting or requesting of gratuities of any type, financial or otherwise. Violations of this provision may result in termination of guilty employees.
- 19.5 Personnel engaged in the collection of recycling material shall be adequately and sufficiently informed and educated as to what type of material is considered to be recyclable, and what material is considered to be trash/garbage, thus not being collected under this contract.
- 19.6 Personnel engaged in the collection of recycling material shall be adequately and sufficiently informed and educated as to the provisions of the City's Solid Waste Ordinance #90-12.
- 19.7 Personnel engaged in the collection of the recycling material shall be required to always comply with any and all appropriate sections and items in the City's Solid Waste Ordinance #90-12.

20.0 Permits, Licenses & Certifications

- 20.1 The contractor shall be responsible for any and all necessary permits, licenses and certifications required by any governmental agency exercising statutory control over the collection, transport and disposal of solid waste and/or recyclable material.

21.0 Complaints

- 21.1 The contractor shall have personnel available from 8:00 am to 5:00 pm, local time, on collection days to receive telephone calls or personal visits from City representatives or members of the general public relating to recycling material collecting concerns or difficulties. The City will anticipate that all reasonable complaints or concerns shall be handled in a prompt, courteous and efficient manner.
- 21.1.1 Staffing of the contractor's office to handle collection requests shall include Saturday during the summer collection season, when recycling collection is extended to six (6) days a week.
- 21.1.2 For the purpose of receiving telephone calls from either residents and/or business owners and/or City of Ocean City offices, the contractor's office shall establish and maintain either a toll-free telephone number or a telephone number that has a local exchange for calls from Ocean City, NJ.
- 21.2 If deemed necessary by the City, the contractor shall have a representative available to discuss complaints and concerns at the Ocean City Public Works office at 115 East 12th Street, Ocean City, NJ 08226.

22.0 **Spillage/Leakage of Recycling Material**

- 22.1 The contractor shall be responsible to promptly clean up any and all spillage (liquid or solid) that may occur, and each truck shall be equipped with a broom and a shovel.
- 22.2 Any and all spillage/leakage shall be dealt with in accordance with applicable Federal, State, and Local Laws and regulations. Responsibility of notification of any and all governmental entities regarding details of reportable accidents or incidents shall rest exclusively with the contractor.

23.0 **Violations & Liquidated Damages**

- 23.1 It shall be understood that the orderly and proper collection of recycling material as defined in this contract is a matter of vital service and utmost importance to the city because of its direct impact, which it has upon the health, and general welfare of the residents and visitors of the City.
- 23.2 Due to the large scope of work associated with this contract, it is anticipated that occasional and minor breaches may happen during the normal course of performance of this contract. The following stipulated liquidated damages may be invoked at the option and on behalf of the City by the Director of Public Works and/or the Manager of Public Works Operations, whose determination and certification of the violation is final.

23.3 Violation Type & General Description	Financial Fines
Failure of truck and crew to operate over and finish a regular collection route on the route's regular and normal collection day.	\$ 1,000.00/Route
Failure to collect recycling material properly placed out for collection	\$ 250.00/Location
Damaging or carrying away permanent recycling receptacles/containers	\$ 50.00/Incident
Using or maintaining collection vehicles/equipment in an unsanitary, leaking, or unsafe condition	\$ 250.00/Offense
Failure to clean up any material spilled, dropped, or drained from vehicle/equipment	\$ 250.00/Offense plus expenses & any clean up costs
Failing to follow specific job instructions of City personnel at the Shelter Road Recycling complex.	\$ 100.00/Incident
Solicitation and/or receipt of gratuity for any work or service provided	\$ 100.00/Incident

- 23.4 The City representative shall notify the contractor's appointed supervisor and/or manager of such violations and prescribe the necessary corrective action. If the violation remains unabated or unsatisfactorily resolved for a period of three (3) working days, the City representative may, at their discretion, make a proper and appropriate deduction from the next payment in accordance with the violation and liquidated damages schedule as provided in Section 23.3.
- 23.5 If required, the contractor shall be responsible to have the contractor's supervisor and /or manager attend weekly meetings at the Ocean City Public Works Department's Office, located at 115 East 12th Street, Ocean City, NJ 08226.
 - 23.5.1 The purpose of these meetings shall be to review the status of all concerns and complaints received, and if deemed necessary, further investigate any complaints, which have been handled in an incomplete or unsatisfactory fashion.
- 23.6 After the award of the contract, but prior to the commencement of the contract work, both the City and the successful bidder shall meet to discuss and address any and all valid concerns, questions, or comments regarding the complaint handling system to be implemented under this recycling collection contract.

24.0 Advertisement of Collection Schedules & Routes

- 16.1 The City shall be responsible for the administration and payment of all advertising of the changes in the collection schedule as defined in these bid specifications.
- 16.2 The contractor shall be responsible for the administration and payment of advertising any schedule changes not defined in these bid specifications. Changes shall be required to be advertised for the two (2) weeks immediately prior to the approved change in schedule in both the Ocean City Sentinel and the Ocean City Gazette.
- 16.3 The size of the advertisement shall be no smaller than a "quarter page" and shall include the areas impacted by the change in the collection schedule and/or collection route.
- 16.4 Any and all advertisements regarding changes in scheduling and/or routing must be reviewed and approved by the City's Director of Public Works or their designee prior to actual publication.

25.0 Conformance to the Contract Specifications

- 25.1 The Director of Public Works shall be at all times the sole judge of whether the contractor is conforming to the terms and conditions of the contract.
- 25.2 The Director of Public Works shall be at all times the sole judge of whether the contractor is providing satisfactory performance of the work associated with this contract.
- 25.3 The Director of Public Works is the City of Ocean City's contract administrator of this recycling collection contract, and as such, shall function as the primary contact and representative with the contractor(s).
 - 25.3.1 The duly authorized representative for the Director of Public Works shall be the Administrative Office Supervisor.
- 25.4 The contact information for the Ocean City Director of Public Works is provided below:

Director of Public Works
City of Ocean City, New Jersey
Department of Public Works
115 East 12th Street
Ocean City, NJ 08226
Phone (609) 399-6111 ext. 9716
Fax (609) 525-0645
- 25.5 All requests, comments, questions, concerns, and other inquiries regarding this contract, must be directed to or through the Director of Public Works.
- 25.6 Copies of all documents as required and mandated by these specifications must be submitted to the City representative at the above address. This is required in order to receive needed approval for payment of work associated with this contract.

26.0 **Collection, Hauling & Disposal of Recycling Material by City Employees/Personnel**

- 26.1 Various departments of the City of Ocean City shall collect recycling material not included in the scope of this contract and transport and dispose of such recycling material at the proper C.M.C.M.U.A. solid waste facility.
- 26.2 This material shall include, but is not limited to mixed paper, commingled items, and grass clippings from the following locations indicated below.
 - 26.2.1 Public Beaches
 - 26.2.2 Public Areas of the Boardwalk
 - 26.2.3 Public Playgrounds & Recreational Areas
 - 26.2.4 Public Receptacles
 - 26.2.5 Public Works Construction Projects
- 26.3 The contractor is not obligated to collect any recycling material generated from these areas or sources. City employees will collect, transport, and dispose of this recycling material in accordance with all applicable laws and regulations.
- 26.4 Contractor is obligated to collect any recycle material generated at city buildings that are placed out for collection in accordance with City Ordinance #90-12. Contractor will be notified of City buildings to be collected.

27.0 **Rejection of Proposals**

- 27.1 The City of Ocean City reserves the right to reject any and all bids or to award in whole or in part if deemed to be in the best interest of the City to do so, as in accordance with the New Jersey Public Contracts Law.
- 27.2 The City shall have the legal authority to award orders or contracts to the bidder best meeting specifications and conditions as described within these contract documents.
- 27.3 A bidder may be disqualified from receiving the award if such bidder or any subsidiary, affiliate, partner, officer, agent, or principal thereof, or anyone in their employ previously failed to perform satisfactorily in connection with public bidding and/or public contracts.

28.0 **Performance**

- 28.1 If the contractor fails to collect on a scheduled collection day without first securing permission from the City of Ocean City, NJ, the prorated cost of one (1) day's collection shall be deducted from the monthly invoice.
 - 28.1.1 The contractor must obtain approval from the Director of Public Works or their duly authorized designee, the Manager of Public Works Operations, in order not to collect recycling material on a scheduled collection day.
 - 28.1.2 The contractor must notify the City of Ocean City, NJ by 10:00 am local time, if they are unable to collect recycling material from the scheduled route.
 - 28.1.3 The contractor must supply the City of Ocean City, NJ with justification for not being able to collect the scheduled route.
 - 28.1.3.1 Insufficient inventory of equipment or equipment failure is not a valid and acceptable reason for not being able to collect the scheduled route.
- 28.2 Failure to collect on three (3) consecutive working days without valid and acceptable justification shall constitute just cause for termination of the contract and invoking of bonding provisions.
 - 28.2.1 The City of Ocean City shall be the sole judge in determining valid and legitimate reasons for not collecting the scheduled route.

28.0 Performance (Continued)

- 28.3 Failure to collect on an aggregate of three (3) non-consecutive days within any twelve (12) month period without valid and acceptable justification shall constitute just cause for termination of the contract and invoking of bonding provision.
- 28.3.1 The City of Ocean City shall be the sole judge in determining valid and legitimate reasons for not collecting the scheduled route.
- 28.4 The contractor is not obligated to collect recycling material on the following legal holidays:
- 28.4.1 New Years Day (January 1st)
28.4.2 Thanksgiving Day (Fourth (4th) Thursday of November)
28.4.3 Christmas Day (December 25th)
- 28.5 Any scheduled collection day missed due to legal holiday or valid reason shall be made up and performed on the next day, excluding Sunday.
- 28.6 Habitual violations, of the type stated in Section 23.0 of the "Violations & Liquidated Damages" Section of this contract, that go unresolved for more than thirty (30) days after the City's representative has notified the contractor's supervisor and/or manager of such habitual violations shall constitute just cause for termination of the contract and invoking of bonding provisions.
- 28.7 In the event that the City elects to terminate the contract, the contractor shall be notified in writing of the City's intentions. Notification by the City shall occur no less than nine (9) months prior to the established date of termination. From the date of termination forward, the City shall not be held responsible for any and all obligations that remain on the original contract document.

29.0 Performance Bond

- 29.1 For a one (1) year contract, the successful bidder shall be required to provide a one (1) year performance bond issued by a Surety/Insurance company in an amount equal to no more than one-hundred (100%) percent of the award price. The successful bidder shall provide said performance bond concurrent with the delivery of the executed contract to the City of Ocean City's Purchasing Manager, whose office is located in Room #203 of City Hall, 861 Asbury Avenue, Ocean City, NJ 08226.
- 29.2 Failure to provide the required one (1) year performance bond at the time and place specified by the City of Ocean City, NJ, shall be cause for assessment of damages as a result thereof in accordance with the Specifications. In the event that the successful bidder fails to provide said performance bond, the City of Ocean City may award the contract to the next lowest responsible bidder, or terminate the bid process and re-bid the collection service in accordance with N.J.A.C.7:26H-6.7 (d).
- 29.3 For a multiyear contract the successful bidder shall be required to provide a performance bond issued by a Surety/Insurance company in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond concurrent with the delivery of the executed contract to the City of Ocean City Purchasing Manager, whose office is located in Room #203 of City Hall, 861 Asbury Avenue, Ocean City NJ 08226. The performance bond for each succeeding year shall be delivered to the City of Ocean City, NJ, with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current performance bond.

29.0 **Performance (Continued)**

29.4 Failure to deliver a performance bond for any year of a multiyear contract, one-hundred & twenty (120) days prior to the termination of the current performance bond will constitute a breach of contract and will entitle the City of Ocean City, NJ, to terminate the contract upon the expiration of the current performance bond. Notwithstanding, termination pursuant to the 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 City of Ocean City, NJ, in re-bidding the contract.

30.0 **Notice of Award & Execution of Contract**

30.1 Within fourteen (14) calendar days of the award of the contract, the City of Ocean City, NJ, shall notify the successful bidder in writing, at the address set forth in the Bid Proposal/Specifications and such notice shall specify the place and time for the delivery of the executed contract, the performance bond, and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the City of Ocean City, NJ, to declare the contractor non-responsive and to award the contract to the next lowest bidder.

2007 RECYCLING MATERIAL TONNAGE
FOR THE CITY OF OCEAN CITY, OCEAN CITY, NJ

<u>MONTH</u>	<u>TYPE 12 & 18</u>
JANUARY	209
FEBRUARY	149
MARCH	183
APRIL	215
MAY	305
JUNE	470
JULY	666
AUGUST	710
SEPTEMBER	378
OCTOBER	275
NOVEMBER	215
<u>DECEMBER</u>	<u>199</u>
2007 TOTAL	3,974 Tons

The monthly tonnage figures have been obtained from the Cape May County Municipal Utilities Authority Monthly Municipal Tonnage Reports.

2008 RECYCLING MATERIAL TONNAGE
FOR THE CITY OF OCEAN CITY, OCEAN CITY, NJ

<u>MONTH</u>	<u>TYPE 12 & 18</u>
JANUARY	200
FEBRUARY	148
MARCH	162
APRIL	194
MAY	270
JUNE	400
JULY	619
AUGUST	567
SEPTEMBER	421
OCTOBER	226
NOVEMBER	171
<u>DECEMBER</u>	<u>186</u>
2008 TOTAL	3,564 Tons

The monthly tonnage figures have been obtained from the Cape May County Municipal Utilities Authority Monthly Municipal Tonnage Reports.

2009 RECYCLING MATERIAL TONNAGE
FOR THE CITY OF OCEAN CITY, OCEAN CITY, NJ

<u>MONTH</u>	<u>TYPE 12 & 18</u>
JANUARY	158
FEBRUARY	122
MARCH	156
APRIL	207
MAY	283
JUNE	405
JULY	654
AUGUST	604
SEPTEMBER	334
OCTOBER	211
NOVEMBER	161
<u>DECEMBER</u>	<u>172</u>
2009 TOTAL	3,458 Tons

The monthly tonnage figures have been obtained from the Cape May County Municipal Utilities Authority Monthly Municipal Tonnage Reports.

2010 RECYCLING MATERIAL TONNAGE
FOR THE CITY OF OCEAN CITY, OCEAN CITY, NJ

<u>MONTH</u>	<u>TYPE 12 & 18</u>
JANUARY	152
FEBRUARY	127
MARCH	168
APRIL	217
MAY	225
JUNE	385
JULY	541
AUGUST	515
SEPTEMBER	302
OCTOBER	182
NOVEMBER	164
<u>DECEMBER</u>	<u>144</u>
2010 TOTAL	3,123 Tons

The monthly tonnage figures have been obtained from the Cape May County Municipal Utilities Authority Monthly Municipal Tonnage Reports.

2011 RECYCLING MATERIAL TONNAGE
FOR THE CITY OF OCEAN CITY, OCEAN CITY, NJ

<u>MONTH</u>	<u>TYPE 12 & 18</u>
JANUARY	167
FEBRUARY	118
MARCH	155
APRIL	162
MAY	222
JUNE	343
JULY	429
AUGUST	458
SEPTEMBER	290
OCTOBER	206
NOVEMBER	193
<u>DECEMBER</u>	<u>165</u>
2011 TOTAL	2,909 Tons

The monthly tonnage figures have been obtained from the Cape May County Municipal Utilities Authority Monthly Municipal Tonnage Reports.

SECTION "B" - GENERAL TERMS & CONDITIONS FOR COLLECTION & DISPOSAL OF RECYCLING MATERIAL

- 1.0 If for any reason the contractor is unable to complete collections on any given day, they must complete the collections on the following day with the prior approval of the Director of Public Works or their duly authorized designee.
- 2.0 It is not the contractor's responsibility to collect locations that fail to comply with the solid waste ordinance of the City of Ocean City, NJ. However, the contractor shall notify the Ocean City Department of Public Works within twenty-four (24) hours of discovery, as to the location and the nature of the violation.
- 3.0 Bidders are advised to examine carefully the specifications and all related documents describing the proposed work in order to be able to exercise their own independent judgment with respect to the circumstances affecting the cost of work and the degree of performance required.
- 4.0 It shall be the responsibility of the bidder to inspect the City of Ocean City, NJ, and to conduct any and all necessary research or investigation with respect to current laws and regulations concerning recycling material so that they will be able to exercise their own judgment with respect to all relevant factors and circumstances affecting the cost of service in question and the volume of work needed to be performed.
- 5.0 If adverse weather conditions exist which make recycling collection impractical or unsafe, the contractor shall notify the Director of Public Works or their duly authorized designee, so that both parties can decide upon alternative collection plans. The contractor shall notify the City by 10:00 AM, local time, the day in which the collection service cannot be provided due to unfavorable weather or road conditions.
- 6.0 All designated solid waste and recycling material shall be collected from appropriate containers in their designated locations as indicated by this set of specifications.
- 7.0 The contractor shall use all reasonable care, consistent with its rights to manage and control its own operations, not to employ any person(s) or utilize any labor or to possess any equipment or permit any condition to exist which shall or may cause or be conducive to pose any activity to be construed as a public nuisance. The City retains the right to require the contractor to halt all work activities until such conditions are resolved.
- 8.0 The contractor shall immediately give notice to the City of Ocean City, NJ, to be followed by written progress reports as shall be reasonably necessary, to advise the City of any and all impending or existing labor complaints, troubles, difficulties, disputes, or controversies and the progress of these situations which in the contractor's opinion may interfere with the operation of their business and thus, with the performance of this contract. The contractor shall use their best efforts to timely resolve any such complaints, troubles, difficulties, disputes, or controversies.
- 9.0 Any and all exceptions to these specifications must be clearly noted in writing and in sufficient detail at the time of placing the bid. Exceptions must be attached to the front of the bid document, clearly identified and labeled as "EXCEPTIONS TO SPECIFICATIONS", and must be signed and dated by an authorized and responsible representative of the bidder.
- 10.0 The contractor shall see to it that all employees, agents, and representatives shall conduct themselves in a quiet, decent, professional, business like, and law-abiding manner. They must apply themselves diligently to the performance of the required work and clean up all spilled recycling material from the sidewalks, curbs, streets, alleys, and any other appropriate location when spilled from collection containers, trucks, or equipment. At all times, they shall refrain from neglect, insolence, or any type of unacceptable or improper conduct and behavior.
- 11.0 If actual experience should prove that the contractor requires and needs additional equipment and/or personnel to satisfy the contract in an acceptable and professional manner, the contractor shall furnish any additional equipment and/or personnel at absolutely no increase in total contract cost.
- 12.0 The City, by its officers, employees, and representatives, shall have the right at all times to examine the supplies, materials, and equipment used by the contractor, its agents and employees.

**SECTION "B" - GENERAL TERMS & CONDITIONS FOR COLLECTION & DISPOSAL OF RECYCLING MATERIAL
(CONTINUED)**

- 13.0 Damage to private or city property as the result of the contractor's equipment or personnel shall be reported verbally within three (3) hours of the occurrence and then followed up within forty-eight (48) hours in writing to the Director of Public Works or their duly authorized designee. The written report shall include details of the incident, and if applicable, must include an official City of Ocean City Police Accident Report. Furthermore, it is the responsibility of the contractor to make arrangements to repair any and all damage caused by their firm in a timely fashion. The contractor shall restore, repair, or replace damaged items or property to the absolute satisfaction of the City of Ocean City, NJ.
- 14.0 In order to maintain the health, safety and welfare of the residents of Ocean City, NJ as well as the City's infrastructure, the contractor's equipment must be of appropriate size and design to safely and properly travel the streets and alleys of the municipality. In addition, the contractor must comply with the approved weight limits for bridges into the City of Ocean City, NJ.
- 15.0 The City of Ocean City, NJ assumes no responsibility and no liability for cost incurred by bidders prior to the issuance of an agreement, contract, or purchase order.
- 16.0 In the event it becomes necessary to revise or modify any section or item of this request for bid as a result of questions or comments addressed by bidders, a written response will be forwarded to all those vendors receiving these specifications in the form of an addendum.
- 17.0 Any and all questions, comments, inquires, concerns, or request for additional information shall be directed to the following City representative:

Director of Public Works
City of Ocean City, New Jersey
Department of Public Works
115 East 12th Street – Public Works Office
Ocean City, NJ 08226

Telephone #: (609) 399-6111, ext. 9716
Fax #: (609) 525-0645

Hours of business for the City of Ocean City Department of Public Works are Monday through Friday, 8:00 am to 4:00 pm winter, 7:30 am to 3:30 pm summer, local time. The City government observes traditional holidays recognized by public entities. Accompanying these specifications is a listing of designated holidays for the City of Ocean City for the year 2012. City business is not conducted on these specified holidays.

ATTENTION ALL BIDDERS & CONTRACTORS

SECTIONS "C" & "D" OF THESE SPECIFICATIONS REPRESENT VARIOUS RECYCLING COLLECTION OPTIONS OR ALTERNATES BEING OFFERED BY THE CITY OF OCEAN CITY, NJ. THE CITY RESERVES THE RIGHT TO RECEIVE AND AWARD EACH OPTION SEPARATELY. THE FOLLOWING RECYCLING COLLECTION OPTIONS ARE BEING OFFERED BY THE CITY OF OCEAN CITY, NJ.

SECTION "C" – SPECIAL RECYCLING MATERIAL COLLECTIONS

- 1.0 Collection & Disposal of White Goods & Large Televisions & Monitors
- 2.0 Collection & Disposal of Yard Waste
- 3.0 Collection & Disposal of Ocean City Boardwalk Recycling Cans
- 4.0 Collection & Disposal of Ocean City Business District Recycling Cans
- 5.0 Collection & Disposal of Ocean City Street End Recycling Cans

PLEASE BE ADVISED THAT ALL ALTERNATES OR OPTIONS HAVE DIFFERENT REQUIREMENTS, TERMS, AND CONDITIONS THAT SHALL BE SATISFIED FOR PROPER CONTRACT EXECUTION. THE CONTRACTOR OR BIDDER SHOULD CAREFULLY REVIEW AND EVALUATE THESE REQUIREMENTS PRIOR TO SUBMITTING A PROPOSAL FOR WORK.

SECTION "D" – SPECIAL RECYCLING MATERIAL COLLECTIONS

1.0 Collection & Disposal of White Goods & Large Televisions & Monitors

- 1.1 The City reserves the right to receive and award separately a contract for the providing of the necessary labor, equipment, and transportation to collect and dispose of recyclable White Goods and large televisions and monitors. Under Option A, the contractor will be responsible to collect and dispose of all White Goods, as defined below in Section #1.6. Under Option B, the contractor will be responsible to collect and dispose of only White Goods containing Freon, as defined below in Section #1.8.
 - 1.1.1 This collection and disposal service will take place on a citywide basis.
 - 1.1.2 This collection and disposal service will be performed twice a month, on days and times as designated by the City of Ocean City.
- 1.2 The successful contractor shall be totally responsible for the collection, hauling, and proper disposal of all White Goods generated by both the City's residential and business sector.
- 1.3 The City reserves the right to institute a user fee system to be charged to those who utilize this collection service. Responsibility of implementing and maintaining the user fee system rest exclusively with the City of Ocean City, NJ.
 - 1.3.1 The City of Ocean City will establish appropriate procedures necessary for the timely and proper collection of white goods under this user fee program.
 - 1.3.2 The City of Ocean City will be responsible for implementing and monitoring the procedures of this user fee program.

SECTION "D" – SPECIAL RECYCLING MATERIAL COLLECTION (CONTINUED)

1.0 Collection & Disposal of White Goods & Large Televisions & Monitors (Continued)

- 1.3 The City reserves the right to institute a user fee system to be charged to those who utilize this collection service. Responsibility of implementing and maintaining the user fee system rest exclusively with the City of Ocean City, NJ. (Continued)
 - 1.3.3 With the approval of City Council, the City of Ocean City will be responsible for determining appropriate user fees to be assessed under this white good collection program.
 - 1.3.4 The City will be responsible for the collection of all monies as required by this user fee program.
- 1.4 There will be no limit on the number of White Goods that a particular location can place out for collection. This applies to both residential and business properties.
 - 1.4.1 The City reserves the right to limit the number of white goods placed out for collection based upon relevant operational factors.
 - 1.4.2 Limitation notification to both the private collection site and to the contractor rest with the city.
- 1.5 Collection of White Goods and Large Televisions and monitors will be performed on a schedule of twice a month, always on the first and third Wednesday of each and every month.
 - 1.5.1 If a White Goods and Large Televisions and monitors collection day should fall on a recognized holiday, then the collection date shall be the next day, on a Thursday.
 - 1.5.2 The City will be responsible to prepare and pay for all advertising associated with the collection of White Goods and large Televisions and monitors.
 - 1.5.3 Collection of White Goods and large Televisions and Monitors shall be performed on a citywide basis and completed within one (1) day.
 - 1.5.4 Hours of collection will start no earlier than 7:00 am, local time, and will conclude upon the completion of the collection process for the entire City.
 - 1.5.5 The City will provide the contractor with a list of all locations where the collection of white goods shall be permitted.
 - 1.5.5.1 The collection list shall indicate the number, type, and location of all White Goods and Large televisions and Monitors to be picked up under this contract.
- 1.6 Items included in the collection of all White Goods, Option A, are presented below:
 - 1.6.1 Stoves
 - 1.6.2 Washers
 - 1.6.3 Dryers
 - 1.6.4 Dishwashers
 - 1.6.5 Hot Water Heaters
 - 1.6.6 Refrigerators
 - 1.6.7 Freezers
 - 1.6.8 Air Conditioners
 - 1.6.9 Ice Makers
 - 1.6.10 Trash Compactors
 - 1.6.11 Wine Coolers

SECTION "D" – SPECIAL RECYCLING MATERIAL COLLECTION (CONTINUED)

1.0 Collection & Disposal of White Goods & Large Televisions & Monitors (Continued)

- 1.7 Items included in the collection of Large Monitors and Televisions
 - 1.7.1 Projection televisions
 - 1.7.2 Traditional televisions over fifty (50 lbs.) pounds
 - 1.7.3 Traditional televisions or monitors over forty-eight (48") inches
- 1.8 Items included in the collection of White Goods containing Freon, Option B, are presented below:
 - 1.8.1 Refrigerators
 - 1.8.2 Freezers
 - 1.8.3 Air Conditioners
 - 1.8.4 Ice Makers
 - 1.8.5 Wine Coolers
- 1.9 Items that are not included in the collection of White Goods are as follows:
 - 1.9.1 Commercial size White Good units (including but not limited to freezers, air conditioners, walk-in units, showcases, etc...)
 - 1.9.2 Any item which represents a hazard or poses a dangerous situation to the Ocean City will have final determination of any hazardous situation associated with this specialized recycling collection service.
- 1.10 White Goods that contain Freon must be collected and disposed of separately.
 - 1.10.1 These items may not be collected in a rear loader type of vehicle, for they cannot be crushed.
 - 1.10.2 White Goods with Freon must be unloaded at the C.M.C.M.U.A. facility in strict accordance with established rules and regulations.
 - 1.10.3 The contractor must exercise extreme caution and use care when handling White Goods with Freon as to prevent the release of Freon into the environment.
- 1.11 Large Televisions and Monitors shall be unloaded at the C.M.C.M.U.A. facility in strict accordance with established rules and regulations
- 1.12 The contractor shall be required to comply with all appropriate laws, regulations, and rules with respect to collecting, loading, transporting, and disposing (unloading) of all White Goods and Large televisions and Monitors in a safe and timely fashion, at the approved area, as designated by the Cape May County Municipal Utilities Authority Solid Waste Operations staff.
 - 1.12.1 The contractor shall understand that at the time of the preparation of these specifications, the approved and designated site for lawful disposal of White Goods and Large televisions and Monitors is the Cape May County Municipal Utilities Authority Solid Waste Facility located off the Dennisville-Petersburg Road (County Route 610), in the Township of Upper and the Borough of Woodbine.
 - 1.12.2 All White Goods collected and disposed of under the specifications of this item of this contract shall be classified as Type "13WG" Waste.
 - 1.12.3 All Large televisions and Monitors disposed of under the specifications of this item of the contract shall be classified as Type "EL" Waste.

SECTION "D" – SPECIAL RECYCLING MATERIAL COLLECTION (CONTINUED)

1.0 Collection & Disposal of White Goods & Large Televisions & Monitors (Continued)

1.13 The bid price provided by the contractor shall consist of an annual lump sum price for providing this White Goods and large televisions and Monitors collection service, Options A & B.

1.13.1 The contractor shall provide the City of Ocean City with a separate monthly invoice for this service.

2.0 Collection & Disposal of Yard Waste

2.1 The City reserves the right to receive and award a separate contract for the providing of the necessary labor, equipment, and transportation to collect and dispose of yard waste. Yard Waste is classified as grass, leaves, vegetative growth, scrubs, Christmas trees, pruning and branches less than four (4") inches in diameter.

2.2 Yard Waste is classified as a recyclable item by the City of Ocean City and will be designated to be delivered to the Atlantic County Utilities Authority at 6700 Delilah Road in Egg Harbor Township, NJ.

2.3 The successful contractor shall be totally responsible for the collection, hauling, and proper disposal of all Yard Waste generated by the residential and commercial population of the City of Ocean City, NJ.

2.3.1 The successful contractor shall be responsible for collecting Yard Waste only from residential and commercial properties that do not utilize the services of a landscape contractor.

2.3.2 The contractor shall not be responsible for collecting Yard Waste generated as a result of private landscaping activity.

2.3.2.1 The contractor shall notify the Contract Administrator if a private landscape contractor is placing Yard Waste out for municipal collection.

2.3.2.2 Private landscape contractors are not permitted to utilize municipal collection services for the disposal of their vegetative waste, which includes grass clippings and leaves, generated and produced as a result of their work/business.

2.4 The contractor shall be responsible to collect Yard Waste placed out for collection in accordance with City Ordinance #90-12.

2.4.1 The contractor shall be responsible to collect Yard Waste which is reasonably free of the following items:

2.4.1.1 Trash, garbage & litter

2.4.1.2 Bottles & cans

2.4.1.3 Sand, dirt & mud

2.4.1.4 Any and all other items that would contaminate the yard waste and cause possible rejection of the material at the facility designated by the City of Ocean City, NJ.

2.4.2 All Yard Waste is required to be placed in an acceptable container or receptacle which is defined as a durable, weather resistant container no larger than thirty-two (32 gals.) gallons in size and fifty (50 lbs.) pounds in weight.

2.4.2.1 A suitable and acceptable container or receptacle for Yard Waste can be of any color except red.

2.4.2.2 Kraft bags are an acceptable containment for Yard Waste collection.

2.4.2.3 Yard Waste shall not be collected if placed out for collection in any type of plastic bag.

2.4.2.4 All trimmings and branches shall be either tied or bundled. Individual branches and bundles shall not exceed fifty (50 lbs.) pounds in weight.

SECTION "D" – SPECIAL RECYCLING MATERIAL COLLECTION (CONTINUED)

2.0 Collection & Disposal of Yard Waste (Continued)

- 2.4 The contractor shall be responsible to collect Yard Waste placed out for collection in accordance with City Ordinance #90-12. (Continued)
 - 2.4.3 All containers or receptacles utilized for Yard Waste collection must have placed in a highly visible location an appropriate City issued 'Yard Waste' sticker or label. This sticker or label is issued by the City free of charge.
 - 2.4.3.1 If desired and upon request the contractor shall be furnished with an ample supply of the City issued Yard Waste stickers or labels free of charge for distribution.
 - 2.4.4 All Yard Waste containers or receptacles, when emptied by the contractor, shall be placed in the upright position as not to impede traffic or pedestrian flow.
 - 2.4.4.1 At no time shall containers or receptacles used for Yard Waste be thrown, kicked, punched, or otherwise mistreated or mishandled in such a fashion as to inflict damage to the container or receptacle.
 - 2.4.4.2 At all times, while performing the work associated with this item of the contract, the contractor shall exercise due care when handling containers and receptacles.
- 2.5 Collection and disposal of Yard Waste shall take place on a citywide basis.
 - 2.5.1 Collection of Yard Waste is to be performed one (1) time per week, on a year round basis.
 - 2.5.2 The collection schedule for Yard Waste must coincide with the collection of trash/garbage and "traditional" (regular) recycling material. Yard Waste collection shall be on the same day as the other collection, but not necessarily the same time.
 - 2.5.3 Refer to the attached Season/Summer and Winter Yard Waste Recycling Schedules.
 - 2.5.3.1 Off Season/Winter collection time period starts the first (1st) day in January and ends on the second (2nd) Friday in June. Then starts once again on the second (2nd) Monday in September and ends on the last day in December.
 - 2.5.3.2 Summer Season collection time period starts on the third (3rd) Monday in June and concludes on the first (1st) Saturday after the Labor Day holiday.
 - 2.5.4 Exact starting and ending dates for Yard Waste collection will be determined by the Ocean City Department of Public Works.
 - 2.5.5 All collection sections are from the bay front to the oceanfront.
 - 2.5.6 Hours of collection are limited to the period of 7:00 am to 8:00 pm, local time.
 - 2.5.7 Absolutely, under this item of this contract, shall no collection of residential and commercial locations be allowed or permitted on Sunday without the expressed written permission of the City.
 - 2.5.8 Routes and schedules will be subject to the review and approval of the Director of Public Works.

SECTION "D" – SPECIAL RECYCLING MATERIAL COLLECTION (CONTINUED)

2.0 Collection & Disposal of Yard Waste (Continued)

- 2.6 The City of Ocean City, NJ will be responsible for advertising and publicity associated with the specialized recycling collection program.
- 2.7 The successful contractor shall be required to comply with all appropriate laws, regulations, and rules with respect to the collecting, loading, transporting, and disposing (unloading) of all Yard Waste in a safe and timely fashion, at the approved area, as designated by the Atlantic County Utilities Authority Operation Staff.
 - 2.7.1 The contractor shall understand that at the time of the preparation of these specifications, the approved and designated site for lawful disposal of Yard Waste is the Atlantic County Utilities Authority located at 6700 Delilah Road in Egg Harbor Township, NJ.
 - 2.7.2 The contractor shall understand that at all times, any and all recycling material (Yard Waste) collected under this item of the contract, shall be the exclusive property of the City of Ocean City, NJ, and as such be able to determine and direct where this recycling material can be disposed of.
 - 2.7.3 The City of Ocean City reserves the right to designate another disposal facility in accordance with the Cape May County Solid Waste Management Plan and/or waste flow orders in the event that the designated disposal facility is unable to accept the waste.
 - 2.7.4 The City of Ocean City will be financially responsible for and assume any additional cost associated with the designation of a new disposal facility. This would include the following:
 - 2.7.4.1 Any imposed tipping fee or disposal cost for the Yard Waste.
 - 2.7.4.2 Excess or additional mileage that must be traveled to the new site/facility.
- 2.8 The bid price provided by the contractor shall consist of an annual lump sum price for furnishing this specialized recycling material (Yard Waste) collection.
 - 2.8.1 The contractor shall furnish the City of Ocean City with a separate monthly (prorated based on twelve months) invoice for providing this specialized recycling material (Yard Waste) collection service.
- 2.9 Presented in this section is the following relevant information.
 - 2.9.1 Annual tonnage of Yard Waste collected in 2007 through 2011

2.9.1.1 Annual Yard Waste Tonnage for the City of Ocean City, Ocean City, NJ

<u>YEAR</u>	<u>TONNAGES</u>
2007	168 Tons
2008	575 Tons
2009	587 Tons
2010	574 Tons
2011	659 Tons

SECTION "D" – SPECIAL RECYCLING MATERIAL COLLECTION (CONTINUED)

2.0 Collection & Disposal of Yard Waste (Continued)

2.9 Presented in this section is the following relevant information (Continued)

2.9.2 Yard Waste Off-Season Collection

2.9.2.1 **Once a Week Collection to be within the Five (5) Day Period, Monday to Friday, Inclusive. One (1) Day per Week for Each Section According to the Following Schedule/Routes:**

MONDAY

SOUTHSIDE OF THIRTY-FOURTH (34th) STREET TO SOUTHERN MOST POINT OF OCEAN CITY

TUESDAY

SOUTHSIDE OF SEVENTEENTH (17th) STREET TO NORTHSIDE OF THIRTY-FOURTH (34th) STREET

WEDNESDAY

SOUTHSIDE OF NINTH STREET TO NORTHSIDE OF SEVENTEENTH (17th) STREET

THURSDAY

SOUTHSIDE OF THIRD (3rd) STREET TO NORTHSIDE OF NINTH (9th) STREET

FRIDAY

LONGPORT BRIDGE NORTHERN MOST POINT OF OCEAN CITY TO NORTHSIDE OF THIRD (3rd) STREET

2.9.3 Yard Waste Summer Season Collection

2.9.3.1 **Once a Week Collection to be within the Six (6) Day Period, Monday to Saturday, Inclusive. One (1) Day per Week for Each Section According to the Following Schedule/Routes:**

MONDAY

NO COLLECTION

TUESDAY

SOUTHSIDE OF NINTH (9th) STREET TO NORTHSIDE OF TWENTY-EIGHTH (28th) STREET

WEDNESDAY

SOUTHSIDE OF TWENTY-EIGHTH (28th) STREET TO SOUTHERN MOST POINT OF OCEAN CITY

THURSDAY

LONGPORT BRIDGE (NORTHERN MOST POINT OF OCEAN CITY) TO THE NORTHSIDE OF NINTH (9th) STREET

FRIDAY

NO COLLECTION

SATURDAY

NO COLLECTION

SECTION "D" – SPECIAL RECYCLING MATERIAL COLLECTION (CONTINUED)

- 3.0 **Boardwalk Recycling Cans** - The City reserves the right to receive an award a separate contract for providing the collection of recycling generated and placed into thirty-five (35) gallon cans located on the Ocean City Boardwalk.
- 3.1 It should be understood at all times that the containers could be under filled or overflowing at the time of collection. The contractor will be responsible to collect any material contained in and/or placed within a six (6') foot radius of the container.
- 3.1.1 Materials not be collected under this option are beach chairs and umbrellas. Beach chairs and umbrellas are considered recyclable scrap metal and are to be placed outside of the container for City personnel to collect.
- 3.2 The contractor must provide dedicated vehicles for collection of Boardwalk recycling cans. The bid price provided by the contractor shall include the collection and transport of the material generated from the Boardwalk recycling cans. The bid price shall be prepared and presented as cost for providing the entire collection service.
- 3.3 The contractor shall provide the City of Ocean City, NJ with a separate monthly invoice for this service.
- 3.4 It is understood that the List of Locations is accurate at the time of preparation of these specifications. The number of cans may be increased or decreased at the discretion of the Public Works Operations Manager, by a minimal quantity; however, locations will remain unchanged.
- 3.5 The City of Ocean City will be responsible for the cost of disposal (tipping fee).
- 3.6 Any and all recycling material collected as a result of this contract shall be classified as Type 18 – Commingled Cans & Bottles. All material collected from these recycling containers shall be disposed of at the designated Cape May County Municipal Utilities Authority Solid Waste Facility, which is the secured sanitary landfill.
- 3.7 **Vehicle Restrictions:** Compliance of the following restrictions are essential to the performance of this collection option for the maintenance and safety of the Ocean City Boardwalk structure.
- 3.7.1 The vehicles used for the collection of Boardwalk recycling cans must adhere to the following restrictions:
- 3.7.1.1 G.V.W.R. Single rear tire 8000 lbs. maximum
- 3.7.1.2 G.V.W.R. Dual rear tire 10000 lbs. maximum
- 3.7.2 A detailed diagram will be provided to the successful bidder outlining the exact locations/areas of the Ocean City Boardwalk where vehicles are and are not allowed to travel.
- 3.7.3 Damage to the Ocean City Boardwalk structure that arises from contractor's employee's negligence of not following the weight restrictions and/or provided driving area diagrams will result in the damage being repaired by the City of Ocean City personnel with all costs deducted from contractor's payment.
- 3.7.4 The contractor will be required to provide a list of vehicles used in the performance of this collection, to the Public Works Operations Manager, which is to include the vehicle year, make, model, plate number and gross vehicle weight.

SECTION "D" – SPECIAL RECYCLING MATERIAL COLLECTION (CONTINUED)

3.0 **Boardwalk Recycling Cans** - The city reserves the right to receive an award a separate contract for providing the collection of recycling generated and placed into thirty-five (35 gals.) gallon cans located on the Ocean City Boardwalk. (Continued)

3.8 Collection Times, Access, Frequency & Locations

- 3.8.1 January 1st to April 30th Boardwalk AM trash collection cannot begin before 6:00 AM and shall be completed by 9:00
- 3.8.2 May 1st to September 30th Boardwalk recycling AM collection cannot begin before 4:00 AM and must be completed by 7:00 AM
- 3.8.3 May 1st to September 30th Boardwalk PM recycling collection cannot begin before 5 PM and shall be completed by 7:00 PM
- 3.8.4 October 1st to December 31st Boardwalk recycling AM collection cannot begin before 6:00 AM and must be completed by 9:00 AM
- 3.8.5 All Boardwalk recycling cans located between 5th Street and 14th Street are accessible by motor vehicle travel on the boardwalk and are to be collected during the times stated above.
- 3.8.6 All access to the boardwalk shall be from the **vehicular ramps only**, located at 5th, 8th, Moorlyn Terrace, 12th & 14th Street only.
- 3.8.7 All other recycling container locations on the boardwalk titled "outside cans" on the location list shall be accessed from the street and may not be collected prior to 6:00 AM during any month of the year. In completion of the "outside cans" collection, vehicle traffic is prohibited on the boardwalk south of 14th Street and North of 5th Street.
- 3.8.8 At any time of the year the City may need additional collections of the boardwalk recycling containers from 5th Street to 14th Street as needed. Notifications of an additional collection will be given before the end of the business day on the day prior to the needed collection. All schedules described in this section shall be followed as indicated. The extra collection shall be completed on the day requested and in accordance with the appropriate schedule. Additional collections are dependent on weather conditions and crowd expectations. Failure to make the requested collection shall result in liquidated damages.
- 3.8.9 The frequency of collection for the thirty-five (35 gals) gallon Boardwalk recycling cans:
 - 3.8.9.1 **Boardwalk Recycling thirty-five (35 gals.) gallon Cans: 78 Cans Total**
 - 3.8.9.2 January 1st to May 15th: one (1) time per week Monday morning as stated above
 - 3.8.9.3 May 16th to June 15th: three (3) times per week Monday, Friday & Sunday as stated above
 - 3.8.9.4 June 16th thru Labor Day: seven (7) times per week Monday, Tuesday, Wednesday, Thursday, Friday, Saturday & Sunday as stated above
 - 3.8.9.5 Day after Labor Day to September 30th: five (5) times per week Monday, Wednesday, Friday, Saturday, & Sunday as stated above
 - 3.8.9.6 October 1st to October 31st: three (3) times per week Monday, Friday & Sunday as stated above
 - 3.8.9.7 November 1st to Dec. 31st: two (2) times per week Monday & Friday as stated above

SECTION "D" – SPECIAL RECYCLING MATERIAL COLLECTION (CONTINUED)

3.0 **Boardwalk Recycling Cans** - The city reserves the right to receive an award a separate contract for providing the collection of recycling generated and placed into thirty-five (35 gals.) gallon cans located on the Ocean City Boardwalk. (Continued)

3.8 Collection Times, Access, Frequency & Locations (Continued)

3.8.10 The location of the thirty-five (35 gals.) gallon Boardwalk recycling cans:

3.8.10.1 **Boardwalk Recycling Thirty-five (35 gals.) gallon Cans:**

BOARDWALK ACCESS

Address	# of Recycling Cans	
5 th to 6 th	2	No boardwalk stores
6 th to 7 th	5	At the 6 th Street Restrooms
7 th to 8 th	10	
8 th to 9 th	10	
9 th to 10 th	10	
10 th to 11 th	10	
11 th to 12 th	7	
12 th to 13 th	6	
13 th to 14 th	8	
	<hr/>	
Total	68	Cans

BOARDWALK OUTSIDE CANS – STREET ACCESS

Address	# of Recycling Cans	
1 st Street	1	
Midblock between 1 st & St. Charles	1	
St. Charles Place	1	
Pennlyn Place	1	
Delancey Place	1	
4 th Street	1	
17 th Street	1	
St. Albans	1	
20 th Street	1	
23 rd Street	1	
	<hr/>	
Total	10	Cans

- 4.0 **Business District Recycling Cans:** The City reserves the right to receive and award a separate contract for providing the collection of recycling generated and placed into thirty-five (35 gals.) gallon cans located along the Ocean City Business District of Asbury Avenue, 6th to 14th Street, Ocean City, NJ.
- 4.1 It should be understood at all times that the containers could be under filled or overflowing at the time of collection. The contractor will be responsible to collect any recyclable material contained in and/or placed within a six (6') foot radius of the container.
- 4.2 The contractor must provide dedicated vehicles for collection of the Business District recycling cans. The bid proposal price provided by the contractor shall include the collection and transport of the material generated from the Business District recycling cans. The bid price shall be prepared and presented as cost for providing the entire collection service.
- 4.3 The contractor shall provide the City of Ocean City, New Jersey with a separate monthly invoice for this service.
- 4.4 It is understood that at the time of preparation of these specifications the number of cans is forty-one (41). The number of cans may be increased or decreased at the discretion of the Public Works Director as deemed necessary.
- 4.5 The City of Ocean City will be responsible for the cost of disposal (tipping fee).
- 4.6 Any and all solid waste material collected as a result of this contract shall be classified as Type 18 Waste – Commingled Cans & Bottles. All material collected from these recycling containers shall be disposed of at the designated Cape May County Municipal Utilities Authority Solid Waste Facility, which is the secured sanitary landfill.
- 4.7 **Vehicles:** The contractor will be required to provide a list of vehicles used in the performance of this collection, to the Director of Public Works, which is to include the vehicle year, make, model and license plate number.
- 4.8 **Collection Times, Location & Frequency**
- 4.8.1 Collection of the Business District recycling cans cannot begin before 6:00 AM.
- 4.8.2 The Business District recycling cans are located along Asbury Avenue on the East and West sides of the avenue between 6th to 14th Street.
- 4.8.3 The frequency of collection for the thirty-five (35 gals.) gallon Business District recycling cans:
- 4.8.3.1 **Business District Thirty-five (35 gals.) Gallon Recycling Cans: 41 Cans Total**
- 4.8.3.2 January 1st to March 31st: one (1) time per week Monday
- 4.8.3.3 April 1st to June 1st: two (2) times per week Monday & Friday
- 4.8.3.4 June 2nd to September 30th: three (3) times per week Monday, Thursday & Saturday
- 4.8.3.5 October 1st to December 31st: two (2) times per week Monday & Friday
- 4.8.4 At any time of year the City may need additional collections of the "Downtown" recycling cans. Notification of an additional collection will be given before the end of the day on the day prior to the needed collection. The extra collection shall be completed on the day requested and in accordance with the appropriate schedule. Additional collections are dependent on weather conditions and crowd expectations. Failure to make the requested collection shall result in liquidated damages.

SECTION "D" – SPECIAL RECYCLING MATERIAL COLLECTION (CONTINUED)

- 5.0 **Street End Recycling Cans:** The City reserves the right to receive and award a separate contract for providing the collection of recycling generated and placed into thirty-five (35 gals.) gallon cans located at various Street Ends within the City boundaries of the City of Ocean City.
- 5.1 It should be understood at all times that the containers could be under filled or overflowing at the time of collection. The contractor will be responsible to collect any recyclable material contained in and/or placed within a six (6') foot radius of the container.
- 5.1.1 Materials not be collected under this option are beach chairs and umbrellas. Beach chairs and umbrellas are considered recyclable scrap metal and are to be placed outside of the container for City personnel to collect.
- 5.2 The contractor must provide dedicated vehicles for collection of Street End recycling cans. The bid price provided by the contractor shall include the collection and transport of the material generated from the Street End recycling cans. The bid price shall be prepared and presented as cost for providing the entire collection service.
- 5.3 The contractor shall provide the City of Ocean City, NJ with a separate monthly invoice for this service.
- 5.4 It is understood that the list of locations is accurate at the time of preparation of these specifications. The number of cans may be increased or decreased at the discretion of the Public Works Director, by a minimal quantity however, locations will remain unchanged.
- 5.5 The City of Ocean City will be responsible for the cost of disposal (tipping fee).
- 5.6 Any and all recycling material collected as a result of this contract shall be classified as Type 18 – Commingled Cans & Bottles. All material collected from these recycling containers shall be disposed of at the designated Cape May County Municipal Utilities Authority Solid Waste Facility, which is the secured sanitary landfill.
- 5.7 **Vehicles:** The contractor will be required to provide a list of vehicles used in the performance of this collection, to the Director of Public Works, which is to include the vehicle year, make, model, plate number and gross vehicle weight.
- 5.8 **Collection Times, Frequency & Locations**
- 5.8.1 Collection of the Street End recycling cans located between 6th & 14th Streets cannot begin prior to 6:00 AM and shall be completed by 11:00 AM, twelve (12) months of the year.
- 5.8.2 Collection of the Street End recycling cans in all other locations, West New Castle Road & Longport Bridge to 6th Street & 14th Street to 59½ Street, cannot begin prior to 7:00 AM and shall be completed by 11:00 AM, twelve (12) months of the year.
- 5.8.3 The frequency of collection of the sixty-nine (69) winter placement and the one-hundred & fifteen (115) summer placement of fifty-five (55 gals.) gallon cans at Street Ends

SECTION "D" – SPECIAL RECYCLING MATERIAL COLLECTION (CONTINUED)

5.0 **Street End Recycling Cans:** The City reserves the right to receive and award a separate contract for providing the collection of recycling generated and placed into thirty-five (35 gals.) gallon cans located at various Street Ends within the City boundaries of the City of Ocean City. (Continued)

5.9 Placement of Street End Recycle Cans

- 5.9.1 January 1st to the 1st weekend in May
70 cans – see location list one (1) time per week Monday
- 5.9.2 May (Monday after the first Saturday) to June 15th
115 cans – see location list two (2) times per week Monday & Friday
- 5.9.3 June 16th to Sunday after Labor Day weekend
115 cans – see location list seven (7) times per week 7 Days per week
- 5.9.4 September (Monday after Labor Day weekend) to October 1st
115 cans – see location list - four (4) times per week, Monday, Wednesday, Friday & Sunday
- 5.9.5 October 2nd to November 1st
115 cans – see location list - three (3) times per week, Monday, Thursday & Saturday
- 5.9.6 November 2nd to December 1st
115 cans – see location list - one (1) time per week Monday
- 5.9.7 December 2nd to December 31st
70 cans – see location list - one (1) time per week Monday

**LOCATION LIST – WINTER PLACEMENT – FIFTY-FIVE (55) GALLON RECYCLING CANS
EAST/OCEAN & WEST/BAY STREET ENDS OF EACH LOCATION**

1. West New Castle Road/Longport Bridge to 23rd Street – every street end inclusive
2. 22nd Street
3. 23rd Street
4. 29th Street
5. 34th Street
6. 40th Street
7. 46th Street
8. 52nd Street
9. 55th Street
10. 57th Street
11. 58th Street Pavilion
12. 58th Street Lifeguard Station
13. 59th Street Parking Lot
14. West Aberdeen Road – Bayside
15. 3rd Street – Bayside
16. 4th Street – Bayside
17. 10th Street – Bayside
18. 11th Street – Bayside
19. 12th Street Bayside Fishing Pavilion
20. Tennessee Avenue Boat Ramp
21. 34th Street Bridge Ramp
22. 51st Street Fishing Area Crook Horn Creek

69 Total Street End Cans

LOCATION LIST – SUMMER PLACEMENT - 55 GALLON RECYCLING CANS
EAST/OCEAN & WEST/BAY STREET END OF EACH LOCATION
(MONDAY AFTER SPRING BLOCK PARTY TO DECEMBER 1ST)

1. From East New Castle Road/Longport Bridge to 59th Street All Street Ends inclusive
2. 3rd Street Bayside
3. 4th Street Bayside
4. 10th Street Bayside
5. 10th Street Bayside
6. 11th Street Bayside
7. 12th Street Bayside Fishing Pavilion
8. Tennessee Avenue Boat Ramp
9. 34th Street Boat Ramp
10. 51st Street Fishing Area Crook Horn Creek

115 Total Street End Recycling Cans

SECTION "E" - GENERAL TERMS & CONDITIONS FOR COLLECTION & DISPOSAL OF RECYCLING MATERIAL

1.0 Pre-Bid Meeting & Conference

- 1.1 A Pre-Bid Meeting concerning the specifications for furnishing Collection & Disposal of Recycling Materials will be held on **Tuesday, July 31st at 10:00 AM, EST, local time**, in the City Council Chambers in Room #303 of City Hall, 861 Asbury Avenue, Ocean City, NJ 08226.
- 1.2 City Hall which is located at 861 Asbury Avenue, Ocean City, NJ 08226. Notify the contract administrator at (609) 525-9261, if directions are needed to the location of Pre-Bid Meeting site. The pre-bid meeting is open to all interested vendors and parties.
- 1.3 The Pre-Bid Meeting is voluntary however the City strongly encourages all potential bidders to attend. Ample opportunity will be provided for all vendors to ask questions regarding the terms and conditions of this set of specifications.

EXHIBIT A

**The City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City, NJ**

2011 MUNICIPAL DATA

RESIDENTIAL SOURCES

	East	West	Total
Single Family	2,000	3,765	5,765
Multi Family	3,650	2,535	6,185
Condominiums*	<u>3,250</u>	<u>2,100</u>	<u>5,350</u>
Total:	8,900	8,400	17,300

*Condominiums included in the above numbers that **do not** use Municipal Collection Services at the time of preparation of these specifications

East 1,500
West 1,215

Total: 2715

COMMERCIAL SOURCES

East 420
West 140

Total: 560

*Commercial sources included in the above numbers that **do not** use Municipal Collection Services at the time of preparation of these specifications

East 280
West 90

Total: 370

APARTMENTS

Total: 40

INSTITUTIONAL SOURCES

N/A

MUNICIPAL SOURCES

That utilize Municipal Collection Services – recycling collection only –
6th Street Fire Headquarters
29th Street Firehouse
46h Street Firehouse

Exhibit B

**STANDARD OPERATING PROCEDURE
FOR DRIVING ON THE OCEAN CITY BOARDWALK**

UPDATED APRIL 23, 2012

VEHICLES WITH SINGLE REAR TIRE AXLES CAN WEIGH NO MORE THAN 8,000 POUNDS

VEHICLES WITH DUAL REAR WHEEL AXLES CAN WEIGH NO MORE THAN 10,000 POUND

**WHEN DRIVING NORTH ON THE BOARDWALK THE DRIVER'S SIDE TIRES MUST BE ON
THE WHITE LINE JUST EAST OF THE BOARDWALK CENTERLINE**

SEE PICTURES BELOW



**WHEN DRIVING SOUTH ON THE BOARDWALK THE DRIVER'S SIDE TIRES SHALL BE ON
THE WHITE LINE JUST WEST OF THE BOARDWALK CENTERLINE**

SEE PICTURES BELOW



PASSING ANOTHER VEHICLE SHOULD BE AVOIDED AT ALL TIMES

**DRIVING RAMPS ARE LOCATED @
PENNYLN PLACE, 5th STREET, MOORLYN TERRACE, 8th, 12th & 14th STREET**

THANK YOU FOR YOUR COOPERATION

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

The City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City, NJ

City Contract #13-21

Collection & Disposal of Recycling Materials

PROPOSAL FORM

City Purchasing Manager
The City of Ocean City
C/o The City Clerk's Office
City Hall, Room #101
861 Asbury Avenue
Ocean City, NJ 08226-3624

In accordance with your notice to bidders, the bid proposal, general instructions, stated terms, conditions and specifications, we wish to quote the following for the indicated service:

Description of Service

BASE BID – SECTION A - CITYWIDE COLLECTION & DISPOSAL OF RECYCLE MATERIAL – DUAL STEAM

<u>ITEM</u>	<u>LENGTH OF CONTRACTUAL SERVICE</u>	<u>ANNUAL COST</u>
A-1	<u>Five (5) Year Contract</u> Start Date - February 1, 2013 Completion Date - January 31, 2018 Submit Bid for Year One (1) Only	\$ _____

BASE BID - CITYWIDE COLLECTION & DISPOSAL OF RECYCLE MATERIAL – SINGLE STEAM

<u>ITEM</u>	<u>LENGTH OF CONTRACTUAL SERVICE</u>	<u>ANNUAL COST</u>
A-2	<u>Five (5) Year Contract</u> Start Date - February 1, 2013 Completion Date - January 31, 2018 Submit Bid for Year One (1) Only	\$ _____

(Name of the Individual Preparing Proposal)

(Signature of the Individual)

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

Department of Administration
Purchasing Division
Cape May County
Ocean City, NJ

City Contract #13-21

Collection & Disposal of Recycling Materials

PROPOSAL FORM

City Purchasing Manager
The City of Ocean City
C/o The City Clerk's Office
City Hall, Room #101
861 Asbury Avenue
Ocean City, NJ 08226-3624

In accordance with your notice to bidders, the bid proposal, general instructions, stated terms, conditions and specifications, we wish to quote the following for the indicated service:

Description of Services

OPTION A - COLLECTION OF RECYCLING MATERIAL – WHITE GOODS & LARGE TELEVISIONS & MONITORS

<u>ITEM</u>	<u>LENGTH OF CONTRACTUAL SERVICE</u>	<u>ANNUAL COST</u>
A-3	<u>Five (5) Year Contract Option</u> Start Date - February 1, 2013 Completion Date - January 31, 2018 Submit Bid for Year One (1) Only	\$ _____

OPTION A - COLLECTION OF RECYCLING MATERIAL – YARD WASTE

<u>ITEM</u>	<u>LENGTH OF CONTRACTUAL SERVICE</u>	<u>ANNUAL COST</u>
A-4	<u>Five (5) Year Contract Option</u> Start Date – February 1, 2013 Completion Date - January 31, 2018 Submit Bid for Year One (1) Only	\$ _____

(Name of the Individual Preparing Proposal)

(Signature of the Individual)

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

The City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City, NJ

City Contract #13-21

Collection & Disposal of Recycling Materials

PROPOSAL FORM

City Purchasing Manager
The City of Ocean City
C/o The City Clerk's Office
City Hall, Room #101
861 Asbury Avenue
Ocean City, NJ 08226-3624

In accordance with your notice to bidders, the bid proposal, general instructions, stated terms, conditions and specifications, we wish to quote the following for the indicated service:

Description of Services

OPTION B - COLLECTION OF RECYCLING MATERIAL - BOARDWALK RECYCLING CANS

<u>ITEM</u>	<u>LENGTH OF CONTRACTUAL SERVICE</u>	<u>ANNUAL COST</u>
B-1	<u>Five (5) Year Contract Option</u> Start Date - February 1, 2013 Completion Date - January 31, 2018 Submit Bid for Year One (1) Only	\$ _____
B-2	<u>Extra Boardwalk Collection</u> Start Date - February 1, 2013 Completion Date - January 31, 2018 Cost Per collection Submit Bid for Year One (1) Only	\$ _____

(Name of the Individual Preparing Proposal)

(Signature of the Individual)

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

The City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City, NJ

City Contract #13-21

Collection & Disposal of Recycling Materials

PROPOSAL FORM

City Purchasing Manager
The City of Ocean City
C/o The City Clerk's Office
City Hall, Room #101
861 Asbury Avenue
Ocean City, NJ 08226-3624

In accordance with your notice to bidders, the bid proposal, general instructions, stated terms, conditions and specifications, we wish to quote the following for the indicated service:

Description of Services

Option C - COLLECTION OF RECYCLING MATERIAL - BUSINESS DISTRICT RECYCLING CANS

<u>ITEM</u>	<u>LENGTH OF CONTRACTUAL SERVICE</u>	<u>ANNUAL COST</u>
C-1	<u>Five (5) Year Contract Option</u> Start Date – February 1, 2013 Completion Date – January 31, 2018 Submit Bid for Year One (1) Only	\$ _____
C-2	<u>Extra Downtown Collection</u> Start Date – February 1, 2013 Completion Date – January 31, 2018 Cost Per Collection Submit Bid for Year One (1) Only	\$ _____

(Name of the Individual Preparing Proposal)

(Signature of the Individual)

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

The City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City, NJ

City Contract #13-21

Collection & Disposal of Recycling Materials

PROPOSAL FORM

City Purchasing Manager
The City of Ocean City
C/o The City Clerk's Office
City Hall, Room #101
861 Asbury Avenue
Ocean City, NJ 08226-3624

In accordance with your notice to bidders, the bid proposal, general instructions, stated terms, conditions and specifications, we wish to quote the following for the indicated service:

Description of Service

Option D - COLLECTION OF RECYCLING MATERIAL - STREET END RECYCLING CANS

<u>ITEM</u>	<u>LENGTH OF CONTRACTUAL SERVICE</u>	<u>ANNUAL COST</u>
D-1	<u>Five (5) Year Contract Option</u> Start Date - February 1, 2013 Completion Date - January 31, 2018 Submit Bid for Year One (1) Only	\$ _____
D-2	<u>Extra Street End Collection</u> Start date – February 1, 2013 Completion Date – January 31, 2018 Cost Per Collection Submit Bid for year One (1) Only	\$ _____

(Name of the Individual Preparing Proposal)

(Signature of the Individual)

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PROPOSAL PACKAGE

**The City of Ocean City
Department of Administration
Purchasing Division
Cape May County
Ocean City, NJ**

**City Contract #13-21
Collection & Disposal of Recycling Materials**

**City Purchasing Manager
The City of Ocean City
C/o City Clerk's Office
City Hall, Room #101
861 Asbury Avenue
Ocean City, NJ 08226-3642**

The undersigned declares that they have read the Notice, Instructions, Affidavits and Scope of Services attached, and that they have determined the conditions affecting the proposal and agrees, if this proposal is accepted, to provide the materials and services described herein for the following: **City Contract #13-21, Collection & Disposal of Recycling Materials**

STATEMENT OF AUTHORITY

INDIVIDUAL/COMPANY NAME: _____

BUSINESS ADDRESS: _____

SUBMITTED BY: _____

(Please Print or Type)

SIGNATURE: _____

TITLE: _____

TELEPHONE#: _____ **FAX #:** _____

E-MAIL ADDRESS: _____

TAXPAYER IDENTIFICATION (TIN) #: _____

DATED: / / **2012**

REQUIRED REFERENCE LIST

GOVERNMENTAL & BOARD OF EDUCATION & BUSINESS CUSTOMERS/REFERENCES

(Note: The following required reference list shall be completed in full, unless a separate listing is provided)

1. **Name of Governmental Agency/Business:** _____
Business Address: _____

Telephone #: _____
Fax #: _____
E-mail Address: _____
Contact Person: _____
Size & Scope of the Contract: _____

2. **Name of Governmental Agency/Business:** _____
Business Address: _____

Telephone #: _____
Fax #: _____
E-mail Address: _____
Contact Person: _____
Size & Scope of the Contract: _____

REQUIRED REFERENCE LIST

GOVERNMENTAL & BOARD OF EDUCATION & BUSINESS CUSTOMERS/REFERENCES

(Note: The following required list references shall be completed in full, unless a separate listing is provided)

3. **Name of Governmental Agency/Business:** _____
Business Address: _____

Telephone #: _____
Fax #: _____
E-mail Address: _____
Contact Person: _____
Size & Scope of the Contract: _____

4. **Name of Governmental Agency/Business:** _____
Business Address: _____

Telephone #: _____
Fax #: _____
E-mail Address: _____
Contact Person: _____
Size & Scope of the Contract: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	<input type="checkbox"/> Exempt payee
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.