

## **SPECIFICATIONS**

The purpose and intent of this public bid is to obtain for the County of Union a responsible vendor to provide **WASTE DISPOSAL SERVICE – CONTAINER AND COMPACTOR** at County owned or leased properties in accordance with the specifications. Successful vendor shall provide self-contained roll-off compactors and enclosed (slant, low profile) front load containers including pick-up and removal of Municipal Solid Waste (MSW-Type 10) and recyclable (*cardboard, bottles & cans*) materials where noted pursuant to the specified services.

### **GENERAL**

It shall be the responsibility of the bidders to examine the pick-up locations listed in this bid proposal prior to submitting a bid proposal and fully inform themselves of the existing conditions to ensure a complete and satisfactory contract. The fact that any bidder is not familiar with the requirements or conditions of the pick-up locations will not be accepted as an excuse for non-performance.

Contractor must mobilize and deliver compactors/containers within five (5) days of contract award or the day after the previous contractor removes existing compactors/containers, whichever comes first. Date shall be coordinated with the Division of Facilities Management.

The bidder shall provide all self-contained roll-off compactors and enclosed sealed containers for the collection of garbage and trash in the size and at the location as designated. All containers shall be completely maintained by the contractor. Self-contained roll-off compactors shall be steam cleaned at least once a week and must be leak proof or plastic liners shall be supplied by the bidder. Enclosed sealed containers shall be steam cleaned at least once per month or as deemed necessary by the Division of Facilities Management.

Containers needing repairs are to be repaired or replaced within four (4) hours.

The County reserves the right to change or add additional pick-up locations and size of a self-contained roll-off compactor or enclosed sealed container for increased or decreased efficiency as needed during the duration of the contract. These additional pick-ups shall be at the same rate bid for similar size container locations. The contractor shall not charge to pick-up roll-offs/containers at the end of the contract term. Pick-ups shall be made prior to 7:30 am.

The County reserves the right to discontinue pick-up services when these services are no longer needed. The County also reserves the right to request containers by exchange with “side access door” containers, as needed. Cost shall remain the same as regular containers. Contractor shall not charge for exchange delivery/pick-up.

### **QUALIFICATIONS**

Bidder must be an established concern in the business of providing the services bid and must satisfactorily prove to the County that they have adequate facilities and equipment to perform all requirements and possess all licenses and permits necessary from all regulatory agencies as of the date of the bid opening. No promisories for the acquisition of equipment, licenses and permits after the bid opening date will be accepted. Documentation of qualifications shall be addressed on the appropriate bid form pages.

Disposal of garbage and trash from County Facilities must be in accordance with the Union County District Solid Waste Management Plan which may be obtained from the Division of Facilities Management at (908) 527-4240.

In the event that there is an equipment breakdown, the successful bidder shall have sufficient back-up equipment to affect the schedule as set forth in the Bid Proposal.

Vendor should document experience with at least three (3) other contracts of similar size and scope, preferably with a government and/or correctional facility.

### **PERMITS AND CERTIFICATION**

The bidder must submit with the bid all current permits and certifications as required by existing New Jersey State Law and Regulations.

Solid Waste Haulers Permit  
Certificate of Public Convenience and Necessity  
A-901 Approval

The final disposal facility must be identified in the bid. Notification shall be provided to the County of any change in disposal facility by the successful bidder. Disposal of collected waste must be in accordance with the Union County District Solid Waste Management Plan. The County reserves the right to approve of any change in disposal facility. If the successful bidder chooses to source the waste through a transfer station before final disposal both the transfer station and final disposal facility must be identified.

### **PRICING**

- A. Self-contained roll-off compactor price is for the placement and hauling of vendor owned roll-offs. Roll-off prices shall be based on a price per pick-up and shall include service cost, transportation cost, tariff rate, and host community benefit taxes as approved for the specific disposal facility utilized by the Office of Economic Regulation, Department of Environmental Protection. Pricing shall exclude licensed disposal facility fees and taxes. Contractor shall provide, with the submitted bid, pricing for designated disposal facility (facilities) on a per ton basis listing all charges including taxes separately. The County of Union shall be invoiced directly by the licensed disposal facility of the actual disposal fees and taxes for self-contained roll-off compactor service.
- B. Enclosed front load sealed container unit pricing shall be based on a price per pick-up and shall include service cost, transportation cost, tariff rate, disposal cost, taxes and host community benefit taxes as approved for the specific disposal facility utilized by the Office of Economic Regulation, Department of Environmental Protection.
- C. Prices shall be firm for twenty-four (24) months except landfill fee changes (increases/decreases) and tax increases/decreases as approved by the Office of Economic Regulation, Department of Environmental Protection. Proof of such increase/decrease shall be submitted to the County upon occurrence.
- D. Bid Form Page includes a Contingency amount of \$5,000.00 to be used for additional pick-ups, added locations and container rental for special events. This indicated amount shall be added to the Grand Total amount on the Bid Form Page. Charges for the additional service shall be subject to the appropriate unit pricing on the Bid Form Page upon mutual agreement.

## **BILLING AND PAYMENT**

Payment shall be made based on an invoice and service ticket from the contractor, and scale receipt/invoice certified by the operator of the licensed disposal facility. Invoice shall be submitted on a monthly basis.

**Payment to Vendor** shall be made within forty-five (45) days after receipt of Vendor's invoice and a signed County voucher attesting to the delivery of goods and services by some officer or duly designated employee of the using County entity and after approval of the appropriate Division/Department head. The Vendor shall prepare invoices and shall submit them to the office/designated employee of the using County entity.

All invoices for collection of self-contained roll-off compactors and enclosed sealed containers shall include and list separately the following information:

- a. The date of the invoice.
- b. The time period for which the service is rendered.
- c. The size and number of containers.
- d. The frequency of service.
- e. The waste type.
- f. The disposal facility, tariff rate, tipping fee and taxes applied including:
  - (1) The disposal component (actual weight and tariff charge for self-contained roll-off compactor services on scale receipt from the licensed disposal facility).
  - (2) The service component.
- k. The total charge for the service.

## **SERVICE LOCATIONS AND SCHEDULE**

Service pick-ups shall be made in accordance with each service location as indicated.

### **Service A – RALPH ORISCELLO CORRECTIONAL FACILITY, 15 Elizabethtown Plaza, Elizabeth, NJ**

Services shall include the placement of One (1) THIRTY YARD self-contained roll-off Compactor which must be loaded from the side and picked up three (3) days per week: *Monday, Wednesday and Friday prior to 7:30 am.*

*ALL TIPPING FEES FOR SERVICE A SHALL BE PAID BY THE COUNTY DIRECTLY TO THE LICENSED DISPOSAL FACILITY. VENDOR SHALL SUBMIT TIPPING TICKET FROM THE LICENSED DISPOSAL FACILITY WITH EACH INVOICE.*

### **Service B – NEW ANNEX COURTHOUSE BUILDING, 9 Elizabethtown Plaza, Elizabeth, NJ**

Services shall include the placement of One (1) FIFTEEN YARD self-contained roll-off Compactor which must be loaded from the side and picked up three (3) days per week: *Monday, Wednesday and Friday prior to 7:30 am.*

*ALL TIPPING FEES FOR SERVICE B SHALL BE PAID BY THE COUNTY DIRECTLY TO THE LICENSED DISPOSAL FACILITY. VENDOR SHALL SUBMIT TIPPING TICKET FROM THE LICENSED DISPOSAL FACILITY WITH EACH INVOICE.*

**Service C\* – RUNNELLS SPECIALIZED HOSPITAL, 40 Watchung Way, Berkeley Heights, NJ**

Services shall include the placement of One (1) THIRTY YARD self-contained roll-off Compactor which must be loaded from the side and picked up two (2) days per week: *Tuesday and Friday prior to 7:30 am.*

*\*Please be aware that this location may be sold and service would be cancelled*

*ALL TIPPING FEES FOR SERVICE C SHALL BE PAID BY THE COUNTY DIRECTLY TO THE LICENSED DISPOSAL FACILITY. VENDOR SHALL SUBMIT TIPPING TICKET FROM THE LICENSED DISPOSAL FACILITY WITH EACH INVOICE.*

**NOTE:** For SERVICES D through T, Tipping fees, taxes, surcharges and NJ Recycling Taxes shall be paid for by the successful bidder and incorporated into the unit price bid. The bidders shall indicate the rate for a tipping fee on the Bid Form Page for the week of the Bid Submission which shall constitute a benchmark. If the tipping fees increase over the length of the contract, the successful bidder can apply for adjustment with the proper documentation and the consent of the County.

**Service D – UNION COUNTY ELECTION/TAX BOARD OFFICES, 271 N. Broad Street, Elizabeth, NJ**

Services shall include the placement of One (1) FOUR YARD enclosed front load Container to be picked up one (1) day per week: *Friday.*

**Service E – UNION COUNTY PRINT SHOP, 79 W. Grand Street, Elizabeth, NJ**

Services shall include the placement of One (1) EIGHT YARD enclosed front load Container to be picked up one (1) day per week: *Friday.*

**Service F – RALPH FROEHLICH PUBLIC SAFETY BUILDING, 300 North Avenue East, Westfield, NJ**

Services shall include the placement of One (1) EIGHT YARD enclosed front load Container to be picked up three (3) days per week: *Monday, Wednesday & Friday.*

**Service G – JOHN H. STAMLER POLICE ACADEMY, 1776 Raritan Road, Scotch Plains, NJ**

Services shall include the placement of One (1) SIX YARD enclosed front load Container to be picked up two (2) days per week: *Monday and Thursday.*

**Service H – UNION COUNTY JUVENILE DETENTION CENTER, 1075 Edwards Street, Linden, NJ**

Services shall include the placement of One (1) EIGHT YARD enclosed front load Container to be picked up three (3) days per week: *Monday, Wednesday & Friday.*

**Service I – DIVISION OF PUBLIC WORKS, 2371 South Avenue, Scotch Plains, NJ**

Services shall include the placement of One (1) EIGHT YARD enclosed front load Container to be picked up two (2) days per week: *Monday and Thursday.*

**Service J – TRAILSIDE NATURE & SCIENCE CENTER, 452 New Providence Road, Mountainside, NJ**

Services shall include the placement of One (1) FOUR YARD enclosed front load Container to be picked up two (2) days per week: *Monday and Thursday*.

**Service K – GALLOPING HILL GOLF COURSE - MAINTENANCE FACILITY, 21 N. 31<sup>st</sup> Street, Kenilworth, NJ**

Services shall include the placement of One (1) EIGHT YARD enclosed front load Container to be picked up three (3) days per week: *Monday, Wednesday and Friday*.

**Service L – GALLOPING HILL GOLF COURSE - LEARNING CENTER, 1 Golf Drive, Kenilworth, NJ**

Services shall include the placement of One (1) EIGHT YARD enclosed front load Container to be picked up three (3) days per week: *Monday, Wednesday and Friday*.

**Service M – GALLOPING HILL GOLF COURSE - CLUBHOUSE, 3 Golf Drive, Kenilworth, NJ**

Services shall include the placement of Two (2) EIGHT YARD enclosed front load Containers each to be picked up three (3) days per week: *Monday, Wednesday and Friday. (One (1) Container shall be for Solid Waste and One (1) Container shall be for Recyclable Cardboard).*

**Service N – GALLOPING HILL GOLF COURSE - CLUBHOUSE, 3 Golf Drive, Kenilworth, NJ**

Services shall include the placement of One (1) SIX YARD enclosed front load Container to be picked up two (2) days per week: *Tuesday and Friday. (For Co-Mingle Recyclable Materials Only: Bottles & Cans)*

**Service O – ASH BROOK GOLF COURSE – MAINTENANCE FACILITY, 1600 Raritan Road, Scotch Plains, NJ.**

Services shall include the placement of Two (2) EIGHT YARD enclosed front load Containers each to be picked up three (3) days per week: *Monday, Wednesday and Friday*.

**Service P – ASH BROOK GOLF COURSE – CLUBHOUSE, 1210 Raritan Road, Scotch Plains, NJ**

Services shall include the placement of One (1) EIGHT YARD enclosed front load Container to be picked up two (2) days per week: *Monday and Thursday*.

**Service Q – ECHO LAKE DOG PARK, 1000 Springfield Avenue, Mountainside, NJ**

Services shall include the placement of One (1) TWO YARD enclosed front load Container to be picked up three (3) day per week: *Monday, Wednesday & Saturday*.

**Service R – CUB SCOUT CAMP, New Providence Road, Mountainside, NJ**

Services shall include the placement of One (1) FOUR YARD enclosed front load Container to be picked up one (1) day per week: *Monday. Container must be provided with Gravity Lock assembly.*

**Service S – PONDEROSA FARM PARK, 1600 Cooper Road, Scotch Plains, NJ**

Services shall include the placement of One (1) SIX YARD enclosed front load Container to be picked up two (2) days per week: *Monday and Friday. Container must be provided with Gravity Lock assembly.*

**Service T – MEALS ON WHEELS, 1025 Pennsylvania Avenue, Linden, NJ**

Services shall include the placement of Two (2) SIX YARD enclosed front load Containers each to be picked up six (6) days per week: *Monday through Saturday. (One (1) Container shall be for Solid Waste and One (1) Container shall be for Recyclable Cardboard). Containers must be provided with Gravity Lock assembly.*

**TERMS**

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE AN OPEN END CONTRACT AS ALLOWED UNDER N.J.A.C. 5:30 ET SEQ. AND, IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SET ON THE BID SHALL BE ZERO AND THE MAXIMUM SHALL BE THE ESTIMATED QUANTITY FOR EACH SERVICE.

THE COUNTY RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT WITH WRITTEN NOTICE TO THE CONTRACTOR THIRTY (30) DAYS PRIOR TO SUCH ACTION. THE PERIOD OF THE CONTRACT SHALL BE FOR TWENTY-FOUR (24) CONSECUTIVE MONTHS WITH THE PROVISION FOR ONE (1) TWENTY-FOUR (24) MONTH EXTENSION SUBJECT TO THE FOLLOWING LIMITATIONS. THE EXTENSION CONTRACT SHALL BE AWARDED BY RESOLUTION OF THE GOVERNING BODY (WITHIN 60 DAYS PRIOR TO THE EXPIRATION DATE) UPON A FINDING BY THE GOVERNING BODY THAT THE SERVICES ARE BEING PERFORMED IN AN EFFECTIVE AND EFFICIENT MANNER.

NJSA 40A: 11-15 PROVIDES THAT ANY PRICE CHANGES PURSUANT TO EXTENSION OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE BASED UPON THE PRICE OF THE ORIGINAL AGREEMENT AS CUMULATIVELY ADJUSTED PURSUANT TO ANY PREVIOUS ADJUSTMENT OR EXTENSIONS AND SHALL NOT EXCEED THE CHANGE IN THE INDEX RATE FOR THE TWELVE (12) MONTHS PRECEDING THE MOST RECENT QUARTERLY CALCULATION AVAILABLE AT THE TIME THIS AGREEMENT IS RENEWED. THE INDEX RATE IS PROMULGATED BI-ANNUALLY BY THE STATE OF NEW JERSEY, DIVISION OF LOCAL GOVERNMENT SERVICES AND IS BASED ON THE ANNUAL PERCENTAGE INCREASE IN THE IMPLICIT PRICE DEFLECTOR FOR STATE AND LOCAL GOVERNMENT SERVICES, COMPUTED QUARTERLY BY THE US DEPT. OF COMERCE, BUREAU OF ECONOMIC ANALYSIS.

ANY EXTENSION OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE SUBJECT TO THE AVAILABILITY AND APPROPRIATION ANNUALLY OF SUFFICIENT FUNDS BY THE COUNTY OF UNION PURSUANT TO NJSA 40A: 11-15.

**BID FORM PAGE**

**(Page 1 of 3)**

Having carefully read the notice to bidders, specifications and instructions to bidders the undersigned hereby agrees to provide **WASTE DISPOSAL SERVICE – COMPACTOR AND CONTAINER** for the Division of Facilities Management in accordance with the specifications.

**CONTRACT SHALL BE AWARDED TO THE RESPONSIBLE BIDDER WITH THE LOWEST GRAND TOTAL. BIDDERS MUST BID ON ALL ITEMS.**

**DO NOT ALTER ANY LINES OR LANGUAGE ON THE BID FORM PAGES. ANY ALTERATION OR SUBSTITUTION ON THE BID FORM PAGE SHALL RENDER THE BID UNRESPONSIVE AND RESULT IN THE REJECTION OF THE BID. ANY CORRECTIONS, CROSS-OUTS, OR WHITE-OUTS TO THE SUBMITTED PRICING OF THE BIDDER MUST BE INITIALED BY THE BIDDER.**

<u>Service</u>	<u>Number of Pickups</u> (More or Less)	<u>Unit Price</u> (Per Pickup)	<u>Subtotal</u> (24 Months)
A	X	\$ _____ =	\$ _____
B	X	\$ _____ =	\$ _____
C	X	\$ _____ =	\$ _____
D	X	\$ _____ =	\$ _____
E	X	\$ _____ =	\$ _____
F	X	\$ _____ =	\$ _____
G	X	\$ _____ =	\$ _____
H	X	\$ _____ =	\$ _____
I	X	\$ _____ =	\$ _____
J	X	\$ _____ =	\$ _____
K	X	\$ _____ =	\$ _____

**NAME OF BIDDER** \_\_\_\_\_

**BID FORM PAGE  
(Page 2 of 3)**

<u>Service</u>	<u>Number of Pickups</u> (More or Less)	<u>Unit Price</u> (Per Pickup)	<u>Subtotal</u> (24 Months)
L	X	\$ _____ =	\$ _____
M	X	\$ _____ =	\$ _____
N	X	\$ _____ =	\$ _____
O	X	\$ _____ =	\$ _____
P	X	\$ _____ =	\$ _____
Q	X	\$ _____ =	\$ _____
R	X	\$ _____ =	\$ _____
S	X	\$ _____ =	\$ _____
T	X	\$ _____ =	\$ _____

**(Total Sum of Services A through T)** = \$ \_\_\_\_\_

**Contingency for additional Pick-ups, added Locations and Event Rentals:** \$ **\$5,000.00**

**Sum of Services (A through T) and Contingency** = \$ \_\_\_\_\_  
**GRAND TOTAL (Not To Exceed)**

**NAME OF BIDDER** \_\_\_\_\_



**BID FORM PAGE**  
**(Page 3 of 3)**

THE UNDERSIGNED HEREBY CERTIFIES THAT SAID BIDDER SHALL DISPOSE OF SPECIFIED GARBAGE AND TRASH REMOVAL IN ACCORDANCE WITH THE UNION COUNTY DISTRICT SOLID WASTE MANAGEMENT PLAN. CONTRACTOR MUST COMPLY WITH ALL PROVISIONS OF THE SOLID WASTE MANAGEMENT ACT AND THE UNION COUNTY DISTRICT SOLID WASTE PLAN WHICH INCLUDES THE DELIVERY OF ALL MUNICIPAL SOLID WASTE (MSW-TYPE 10) TO THE UNION COUNTY UTILITIES AUTHORITY.

\_\_\_\_\_ HEREIN NOTIFIES UNION COUNTY OF HIS INTENT TO  
(Contractor) UTILIZE THE FOLLOWING DISPOSAL FACILITY/FACILITIES.

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(RATE STRUCTURE SHEET DETAILING TARIFF, TAXES AND OTHER CHARGES MUST BE ATTACHED FOR EACH INDIVIDUAL DISPOSAL FACILITY TO BE UTILIZED).

**NAME OF BIDDER** \_\_\_\_\_

EXTENSION FORM FOR UNION COUNTY  
COOPERATIVE PRICING SYSTEM

ACCOMMODATION OF LOCAL CONTRACTING UNITS WITHIN THE COUNTY OF UNION:

[  ] **CHECK HERE** IF WILLING TO PROVIDE THE GOODS AND SERVICES HEREIN BID UPON TO LOCAL GOVERNMENTAL CONTRACTING UNITS LOCATED WITHIN THE COUNTY OF UNION, UNION COUNTY COOPERATIVE PRICING SYSTEM # **CK-06-UNION** WITHOUT SUBSTITUTION OR DEVIATION FROM SPECIFICATIONS, SIZE FEATURES, QUALITY, PRICE OR AVAILABILITY AS HEREIN SET FORTH. IT IS UNDERSTOOD THAT ORDERS WILL BE PLACED DIRECTLY BY THE CONTRACTING UNITS, SUBJECT TO THE OVERALL TERMS OF THE CONTRACT TO BE AWARDED BY THE COUNTY OF UNION, AND THAT NO ADDITIONAL SERVICE OR DELIVERY CHARGES WILL BE ALLOWED EXCEPT AS PERMITTED BY THESE SPECIFICATIONS.

[  ] **CHECK HERE** IF **NOT** WILLING TO EXTEND PRICES TO CONTRACTING UNITS LOCATED IN THE COUNTY OF UNION AFFECT CONSIDERATION OF THIS BID WITH RESPECT TO THE NEEDS OF THE COUNTY OF UNION.

IF THE LOWEST RESPONSIBLE RESPONSIVE BIDDER DOES NOT EXTEND HIS PRICES TO THE REGISTERED MEMBERS, THE CONTRACT FOR THE STATED NEEDS OF UNION WILL BE AWARDED TO SAID LOWEST RESPONSIBLE RESPONSIVE BIDDER AND SPECIFICALLY **NOT** MADE AVAILABLE TO CONTRACTING UNITS WITHIN THE COUNTY.

\_\_\_\_\_  
Initial

**NAME OF BIDDER:** \_\_\_\_\_

**BIDDER SIGNATURE PAGE**

Rev. 9/20/05

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the bid under **exact title** of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.
3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the bid documents (pages).
4. The Person who signs this bid form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
SIGNATURE  
CORPORATE SECRETARY

\_\_\_\_\_  
ADDRESS OF BIDDER

\_\_\_\_\_  
PRINT NAME AND TITLE  
CORPORATE SECRETARY

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

\_\_\_\_\_  
DATE

**AFFIX CORPORATE SEAL**

\_\_\_\_\_  
PRINT OR TYPE NAME AND TITLE

**WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE**

**EXPERIENCE STATEMENT**

Please provide a list of institutions, industries and commercial buildings now under contract with your firm. Include the length of time each contract has been in force and the name of a person with phone number the County may contact for reference.

CURRENT CLIENTS

LENGTH OF CONTRACT

NAME & PHONE # OF CONTACT

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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**NAME OF BIDDER** \_\_\_\_\_