

**UNIFORM BID SPECIFICATIONS
FOR**

**SOLID WASTE AND
RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL SERVICES**

**FOR THE
BOROUGH OF KEYPORT
MONMOUTH COUNTY, NEW JERSEY**

DATED: February 2nd, 2024

RESPONSES DUE: April 3rd, 2024 @ 10:00 a.m.

NOTICE TO BIDDERS

BOROUGH OF KEYPORT SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION AND DISPOSAL SERVICES

PLEASE TAKE NOTICE that sealed Bids will be received by the Borough of Keyport on April 3, 2024 at 10:00 a.m. prevailing time and opened and read in public at the Keyport Municipal Building, in the Borough Chambers located at: 70 W. Front Street, Keyport, NJ 07735 for Solid Waste & Recyclable Materials Collection and Disposal Services.

Specifications may be examined in the office of the Borough Clerk, 70 W. Front Street, Keyport, New Jersey 07735, between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. Any person, firm, or corporation desiring a copy of the Specification Documents may obtain such from the Borough Clerk's Office.

Bidders must use the prepared Bid Proposal Form. Each Bid Proposal must be enclosed in a sealed envelope addressed to the Borough Clerk, Borough of Keyport, marked on the outside with the name and address of the Bidder and the name "Solid Waste & Recyclable Materials Collection and Disposal Services", and delivered on or before the hour set forth above. The Borough will not assume responsibility for Bids forwarded through the mail if lost in transit at any time before the Bid Opening. **NO BIDS WILL BE ACCEPTED AFTER THE BID OPENING HAS COMMENCED.**

Bids must be accompanied by a Bid guarantee in the form of a Certified Check, Bid Bond or Cashier's Check in the amount of ten percent (10%) of the total amount Bid, but not in excess of \$20,000.00, made payable to the Borough of Keyport, together with a "Consent of Surety" from a surety company authorized to do business in New Jersey in a form satisfactory to the Borough, stating that it will provide the Bidder with a bond in an amount equal to one hundred percent (100%) of the total Contract Price Bid. All guarantees of unsuccessful Bidders will be returned upon award of the Contract to the Successful Bidder.

Bidding information contained in this Request for Bids should be clear and not subject to qualifications, deletions, erasures, or other markings that create any doubt as to its meaning. Bidders should make sure that the Bid Proposal is signed by a duly authorized person on behalf of the Bidder and that the Bid is responsive. Bidders can determine the responsiveness of their Bid Proposal by reading the "Information for Bidders". **INSTRUCTIONS MUST BE FOLLOWED EXACTLY OR THE BID MAY BE DECLARED NON-RESPONSIVE.**

The Borough reserves the right to reject any and all Bids or to accept such Bids as it may deem to be in the best interests of the Borough of Keyport in accordance with law. The Borough also reserves the right to waive any informality in the Bids received and to consider the Bids for sixty (60) days after their receipt.

Bidders are required to comply with the provisions of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27-3.7 and 3.8, and any amendments thereto, regarding Affirmative Action. The Successful Bidder, upon notification of the Borough's intent to award a Contract to said Bidder, must supply the Borough with one of the following Affirmative Action documents:

1. A photocopy of the Bidder's current Federal Affirmative Action Plan Approval Letter; or
2. A photocopy of the Bidder's current Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:27-1.1 et seq.; or
3. The Borough's copy of the Bidder's completed Initial Employee Report, Form AA-302, as submitted to the Division of Contract Compliance and EEO in Public Contracts.

The Bidder's Affirmative Action documentation must be supplied to the Borough within ten (10) days of the Bidder's notification of the Borough's intent to award the Contract. If the Bidder fails to supply the Borough with the necessary Affirmative Action documentation, the Borough may declare the Bidder non-responsive and award the Contract to the next lowest responsible Bidder.

Simultaneous with the submission of Bids, the corporation or partnership so Bidding shall furnish an Ownership Disclosure Statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of the stock in any class, or of individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, pursuant to N.J.S.A. 52:25-24.2. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. Bids will be rejected if they do not contain this Disclosure Statement.

Bidders are required to be registered by the New Jersey Department of Treasury, Division of Revenue at the time Bids will be received by the Borough pursuant to the Business Registration Act, N.J.S.A. 52:32-44. Michele Clark, RMC, Municipal Clerk

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1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Keyport (the “Borough”) is soliciting Bid Proposals from solid waste collectors interested in providing solid waste and recyclable materials collection and disposal services to the Borough for a one (1) year term commencing on June 1, 2024 in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et. seq.; and with the option of two (2) additional two (2) year extensions in accordance with N.J.S.A. 40A:11-1 et. seq.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or Bid documents relating to Bids will be published in the Asbury Park Press and Star Ledger, no later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of Bids. No questions will be accepted later than 10 days, Saturdays, Sundays and holidays excepted, prior to April 3, 2024, the date of the acceptance of Bids.

1.3 BID OPENING

All Bid Proposals will be publicly opened and read by the Borough Clerk at 10:00 a.m. on April 3, 2024 at the Municipal Building, 70 W. Front Street, Keyport, New Jersey. Bids must be delivered by hand, mail or overnight delivery to the Borough Clerk by no later than 10:00 a.m. on April 3, 2024. All Bid Proposals will be date and time stamped upon receipt. Each Bid must be enclosed in a sealed envelope marked on the outside, “**Solid Waste and Recyclable Materials Collection and Disposal for the Borough of Keyport, Monmouth County, New Jersey**”. Each Bidder is solely responsible for the timely delivery of the Bid Proposal. No Bids shall be considered which are presented after the public call for receiving Bids. Any Bid Proposal received after the date and time specified, will be returned, unopened, to the Bidder. The Borough disclaims any responsibility for Bids forwarded by regular mail or overnight delivery. The Borough assumes no responsibility for any Bid that has been misdirected.

1.4 DOCUMENTS TO BE SUBMITTED

The following documents shall be submitted by every Bidder at the time and date specified above and in the Public Notice to prospective Bidders:

1. A photocopy of Bidder’s Certificate of Public Convenience and Necessity and an Approval Letter issued in conformance with N.J.S.A. 13:1E-126;
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a Bid Bond, Certified Check or Cashier’s Check in the amount of 10% of the total amount of the Bid Proposal, not to exceed \$20,000, payable to the Borough of Keyport;

4. Non-Collusion Affidavit;
5. Ownership Disclosure Form;
6. Consent of Surety;
7. Bid Proposal;
8. Bidder's Acknowledgment of Receipt of Changes to Bid Documents;
9. Business Registration Certificate (BRC);
10. Bidding Documents Checklist; and
11. Iran Disclosure Form

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

1.5 COMPLETION OF FORMS BY BIDDER

The failure of any Bidder to properly complete, sign and submit all forms at the time of bid and provide the information required thereon, may be cause for the Borough to disqualify the Bidder. Bidders are not permitted to make any changes to the Bid documents. In the event the Bidder makes any changes, the changes shall be deemed null and void and of no effect. Information provided on said forms may, at the discretion of the Borough, in accordance with the New Jersey Local Public Contracts Laws, be cause to qualify or disqualify a Bidder.

2. DEFINITIONS

“Apartments, Condominiums or Townhouses” shall mean a building complex comprised of four (4) or more units consisting of one or more rooms designed with a private bath and kitchen facilities comprising an independent self-contained dwelling unit, for which common solid waste collection and recycling may be provided through a central collection site by use of dumpsters and other receptacles for the collection of recyclable materials.

“Bid Proposal” means all documents, Proposal forms, affidavits, certificates and statements required to be submitted by the Bidder at the time of the Bid opening.

“Bid Guarantee” means the Bid Bond, Cashier's Check or Certified Check submitted as part of the Bid Proposal, payable to the Contracting Unit, ensuring that the Successful Bidder will enter into a Contract.

“Bid Specifications” means all documents requesting Bid Proposals for municipal Solid Waste & Recyclable Materials collection and disposal services contained herein.

“Borough” means the Borough of Keyport, Monmouth County, New Jersey.

“Borough Administrator” is the person authorized by the Borough to procure and administer Contracts for Solid Waste & Recyclable Materials collection and disposal services.

“Bulk” or “Bulk Items” shall mean household objects such as furniture, rug/carpets and flood pads not greater in dimension than 10’x12’, lamps, upholstered couches and chairs, lawn furniture, plastic toys, pet items, ironing boards, gym sets, mattresses, box springs, and any other item normally found in the home which is not in whole or in part a “covered electronic device” as defined by the “Electronic Waste Management Act” N.J.S.A. 13:1E-99.94, et seq., or otherwise barred from disposal as solid waste by State or Federal statute or regulation.

“Certificate of Insurance” means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy. The Certificate shall list the Borough of Keyport as an additional insured during the term of the Contract between the Successful Bidder and the Borough.

“Collection Day” means the day(s) identified by the Borough for the collection of Solid Waste & Recyclable Materials by the Contractor.

“Collection Site” means the location of Solid Waste and Recyclable Material containers on Collection Day.

“Collection Source” means a generator of designated Solid Waste and designated Recyclable Materials to whom collection service will be provided under the Contract.

“Commercial Properties” shall mean all commercial properties including, but not limited to, stores, offices, factories, restaurants, taverns, bars, hotels, motels, nursing homes, fast food complexes, convenience stores, car dealerships, service stations, shops, marinas, industrial plants and any type of property which is income producing as situated on an individual parcel within the Borough.

“Consent of Surety” means a contract guaranteeing that if the Contract is awarded, the Surety will provide a performance bond. The bond shall be provided from a Surety Company with an A rating.

“Construction Debris” means residuals of construction activities including wood, lumber, doors, windows, plumbing fixtures, sheetrock, fencing or products of demolition. Construction debris shall not be picked up by Contractor.

“Contract” means the written agreement executed by and between the Successful Bidder and the Borough and shall include the Bid Proposal, and the Bid Specifications.

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

“Contractor” means the Lowest Responsible Bidder to whom award of the Contract shall be made.

“Designated Collected Recyclable Materials” means all clear and colored glass bottles or jars, co-mingled aluminum, tin and bi-metal cans or containers, plastic products (“co-mingled”), newspapers (“Newspapers”); high grade paper and junk mail (“mixed paper”); corrugated cardboard (“corrugated”), and such other items designated as recyclable materials as described in Borough Ordinance 16-6 of the Revised General Ordinances of the Borough of Keyport or which shall be mandated in accordance with any law or statute of the State of New Jersey.

“Designated Collected Solid Waste” means Solid Waste types general identified as 10, 13, 23, 25 and 27 by the Monmouth County Landfill, or waste generally submitted for disposal. Designated Solid Waste shall not consist of Recyclable Materials, hazardous waste or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

“Disposal Facility” shall mean approved sites designated in the Monmouth County Solid Waste Management Plan utilized by the Borough, which shall include the Monmouth County Reclamation Center, Tinton Falls, New Jersey or such disposal facility which may subsequently be designated by the Borough for the disposal of Solid Waste.

“Fixed Contour Containers” shall mean containers with a designed shape and volume, whether constructed of rigid materials or plastic or other flexible material, equipped with tight-fitting covers, of an approved type with handles. The container must be vermin resistant. The total capacity of each such container shall not exceed fifty (50) gallons. The loaded weight of each container and its contents shall not exceed fifty (50) pounds. Plastic bags are non-compliant and may not be used except when placed in a fixed-contour container, dumpster or other solid waste receptacle.

“Garbage” shall mean all animal and vegetable waste from any kitchen, market, store or retail establishment within the Borough, or any other type of waste, which due to animal or

vegetable content, may decompose, spoil or otherwise cause odor and thus create a hazard to public health within the Borough.

“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.S.A. 40A:11-2.

“Holiday” or “Legal Holiday” means a regularly scheduled Collection Day on which the authorized Disposal Facilities are closed, including: Thanksgiving, Christmas Day, New Year’s Day

“Legal Newspaper” means the Star Ledger and the Asbury Park Press.

“Lowest Responsible Bidder” shall mean the Bidder submitting the bid containing the lowest aggregate bid for the one (1) year term of the Contract and the two (2) additional two (2) year renewal option extensions based upon the bids submitted and determined to be responsible by the Governing Body in accordance with these Bid Specifications N.J.A.C. 7:26H-6.8 and to whom the award of the Contract is made.

“Mixed Use Properties” shall mean the combination or development of commercial structures and residential structures within the same individual parcel, which shall generally contain commercial establishments on the ground floor and residential apartments or units located above the commercial establishments on the same parcel of land.

“Municipal Facilities” shall include Borough Hall, Senior Center and Borough receptacles located throughout the Borough including parks.

“Proposal Forms” means those forms that must be used and completed by all Bidders to set forth the prices for services to be provided under the Contract.

“Recyclable Materials” shall mean those materials identified for mandatory separation and recycling pursuant to Borough Ordinance 16-6 or mandated to be separated and recycled by any state, county or municipal statute, ordinance or regulation.

“Regular Collection” shall mean the regularly scheduled weekly collection of discarded materials generally including Garbage, Refuse and other materials not specifically regulated, controlled, prohibited or mandated to be separated and recycled by any statute, regulation or ordinance.

“Refuse” shall mean other materials generally found in a residential dwelling or abode or a commercial establishment, which is not otherwise deemed recyclable under Borough Ordinance 16-6 or other materials that are excluded from Regular Collection by any state, county or municipal statute, ordinance or regulation.

“Residential Property” shall mean a dwelling house including the lot or parcel of land on which the dwelling is situated. The dwelling is functionally designed for the use and enjoyment of not more than three (3) families. A “family” is an individual or individuals, where related or not, who reside in a unit consisting of one or more rooms designed with a private bath and kitchen facilities comprising an independent self-contained dwelling unit. This class shall not include apartments, condominiums, townhouses, commercial properties, mixed use properties, residential properties of four (4) or more such units or other types of multi-family dwellings including hotels, motels, boarding homes or shelters.

“Service Area” means the geographic area of the Borough of Keyport as set forth in Schedule B, attached hereto.

“Solid Waste” means and includes Garbage, Refuse, and other discarded materials resulting from industrial, commercial and agricultural operations, and from domestic and community activities, and shall include all other waste materials which are disposed of through waste collection, either publically or privately, except for those materials identified for mandatory separation and recycling pursuant to Borough Ordinance 21-11, or mandated to be separated and recycled by any state, county or municipal statute, ordinance or regulation or other materials that are excluded from Regular Collection by statute, regulation or ordinance.

“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.

“Successful Bidder” means the Lowest Responsible Bidder.

3. BID SUBMISSION REQUIREMENTS

3.1 BID PROPOSAL – Each Bidder shall comply with the following requirements relative to the preparation and submission of any Bid.

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

B. Bid Proposals shall be hand delivered, mailed or sent overnight delivery, in a sealed envelope, and the name and address of the Bidder and the name of the Bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No Bid Proposal will be accepted past the date and time specified by the Borough in the Advertisement for Bids.

C. Each Bidder shall sign, where applicable, all Bid submissions as follows:

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

2. For a limited liability company, partnership or sole proprietorship, by the LLC Manager, a general partner or the proprietor respectively; or
 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in Sections 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. The Borough intends to award a single Contract to the Lowest Responsible Bidder based on the aggregate bid price for the one (1) year term and the two (2) additional two year renewal option extensions. Each Bidder is required to submit a Bid for each of the renewal options set forth in the Bid Proposal. Failure of the Bidder to submit a Bid for each and every option may result in the rejection or disqualification of that Bidder. The Borough reserves the right to reject all Bids submitted in accordance with law, if not in the best interest of the Borough.
- E. Any Bid Proposal that does not comply with the requirements of the Bid Specifications and N.J.A.C. 7:26H-6.1 et. seq., shall be rejected as non-responsive.

3.2 BID GUARANTEES

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Keyport in the amount of 10% of the total amount of the Bid Proposal submitted, not to exceed twenty thousand dollars (\$20,000), must accompany the Bid Proposal. In the event that the Bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the Bidder shall be rescinded and the Bid guaranty shall become the property of the Borough of Keyport.

3.3 EXCEPTIONS TO THE BID SPECIFICATIONS

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

3.4 BRAND NAME OR EQUIVALENT

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

3.5 COMPLIANCE

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

3.6 CONFLICT OF INTEREST AND NON-COLLUSION

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

- A. The Bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive Bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;
- B. All statements made in the Bid Proposal are true and correct and made with the full knowledge that the Contracting unit relies upon the truth of those statements in awarding the Contract; and
- C. No person or business is employed to solicit or secure the Contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et. seq.

3.7 NO ASSIGNMENT OF BID

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

3.8 ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS

The Bidder shall acknowledge the receipt of any notices, revisions or addenda to the bid advertisement, Specifications or Bid documents on the Acknowledgment of Receipt of Changes to Bid Documents provided in Section 6.9 herein. The Borough’s record of Notice to Bidders shall take precedence and failure to include provisions of changes in a Bid Proposal may be subject for rejection of the Bid.

4. AWARD OF CONTRACT

4.1 GENERALLY

A. The Borough shall award the Contract or reject all Bids within sixty (60) days of acceptance of the Bids, except that the Bids of any Bidders who consent thereto may, at the request of the Borough be held for consideration for such longer period as may be agreed. All Bidders will be notified of the Borough's decision, in writing, by certified mail.

B. The Contract will be awarded to the Bidder who is determined to be the Lowest Responsible Bidder.

C. The Borough reserves the right to reject any Bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all Bids in accordance with law. In the event that the Borough rejects all Bids, the Borough shall publish a Notice of re-Bid no later than ten (10) days, Saturdays, Sundays and holidays excepted, prior to the date for receipt of Bids.

4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen (14) calendar days of the award of the Contract, the Borough shall notify the Successful Bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed Contract, the Performance Bond, the Vehicle Dedication Affidavit, appropriate Affirmative Action documentation and other such documents required in the written Specifications or Contract. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough to declare the Bidder non-responsive and to award the Contract to the next Lowest Responsible Bidder.

4.3 RESPONSIBLE BIDDER

The Borough shall determine whether a Bidder is "responsible" in accordance with N.J.S.A. 40A:11-2 and N.J.A.C. 7:26H-6.8. The Bid Proposal of any Bidder that is deemed not to be "responsible" shall be rejected.

4.4 PERFORMANCE BOND

A. For the one (1) year Contract Term, the Successful Bidder shall be required to provide a Performance Bond by a Surety authorized to transact business within the State of New Jersey, in an amount equal to one hundred percent (100%) of the one (1) year bid amount. The Successful Bidder shall provide said Performance Bond to the Borough Clerk within fourteen (14) days after the receipt of notification of the award of the Contract, and such delivery shall be prior to or concurrent with the delivery of the executed Contract by the Successful Bidder to the Borough. In the event the Borough exercises the option to extend the Contract for an additional term, the Performance Bond for each succeeding year shall be in an amount equal to no more

than one hundred percent 100% of the annual value of the Contract extensions. The Performance Bond for each succeeding year of the Contract shall be delivered to the Borough Clerk, Borough of Keyport, with proof of payment of any premium due, a minimum of one hundred and twenty (120) days prior to the expiration of the current Bond.

B. Failure to deliver a Performance Bond for any year of the Contract, one hundred twenty (120) days prior to the termination of the current Bond will constitute a breach of Contract and will entitle the Borough to terminate the Contract upon the expiration of the current Bond. Notwithstanding termination pursuant to this Section, the Contractor is obligated to fully perform through the date of termination of the Contract and Damages shall be assessed in an amount of the costs incurred by the Borough of Keyport in re-Bidding the Contract.

4.5 AFFIRMATIVE ACTION REQUIREMENTS

A. If awarded a Contract, the Successful Bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27 et. seq., as set forth in Attachment #1.

B. Within seven (7) days after receipt of notification of the Borough's intent to award the Contract, the Contractor must submit one of the following to the Clerk of the Borough:

1. If the Contractor has a Federally approved or sanctioned affirmative action plan approval which consists of a valid Letter of Federal Approval from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its Letter of Federal Approval.
2. If the Contractor has a certificate of Employee Information Report, the Contractor shall submit a photocopy of the Certificate.
3. If the Contractor has none of the above, the Borough shall provide the Contractor with a Form AA 302, Initial Employee Report, for submission to the Division of Public Contracts Equal Employment Opportunity Compliance.

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

4.6 VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice the Vehicle Dedication Affidavit set forth in Section 7.3 which, at a minimum, shall attest that: The Successful Bidder will dedicate a fixed number of vehicles, reasonably calculated to

meet the requirements of these Bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the Borough will only be accountable for its proportional share of the Solid Waste or Recyclable Materials contained in the collection vehicle and shall be assessed charges based only on its share of the Solid Waste and Recyclable Materials at the time of disposal.

4.7 ERRORS IN PRICE CALCULATION

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

4.8 EMPLOYEE WAGE REPORTING

The Contractor and any Subcontractor thereof engaged under a Contract pursuant to this Bid Specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of Solid Waste or Recyclable Material, excluding recycled or reclaimed asphalt or concrete, collected under this Contract as follows:

1. The Contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the Contract, and any other records deemed necessary by the commissioner for the enforcement of wage payments. In addition, the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the Borough, any other party to the Contract, and the Commissioner.

2. The Contractor or Subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the Contract, in a form satisfactory to the Commissioner and the Borough, for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development's "Payroll Certification for Public Works Project" and completing columns 1-5 for each covered employee. The Certifications shall be submitted to the Borough's business address to the attention of the Borough Clerk.

By entering into a Contract, the Contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and

Workforce Development to investigate the Contractor or Subcontractor's wages and any penalties that may result from failure to comply.

4.9 WITHDRAWAL OF BID (N.J.S.A. 40A:11-23.3)

Permission for Bidder to withdraw a bid due to a mistake in certain circumstances.

N.J.S.A. 40A:11-23.3 authorizes a Bidder to request withdrawal of a public works bid due to a mistake on the part of the Bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material or both, from the final bid computation.

A Bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to Kimberly Humphrey, Borough Administrator, 70 W. Front Street, Keyport, NJ 07735. The Bidder must request withdrawal of a Bid due to a mistake, as defined by law, within five business days after receipt and opening of the Bids. Since the Bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the purchasing agent or designee may contact all Bidders, after Bids are opened to ascertain if any Bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A Bidder's request to withdraw the Bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the Borough Administrator pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The Borough will not consider any written request for a Bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a Bidder in the preparation of a Bid Proposal unless the postmark of the certified or registered mailing is within the five (5) business days following the opening of bids.

4.10 CONTINUATION OF CONTRACT

Continuation of the terms of this Contract beyond the fiscal year of the Borough is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Borough reserves the right to cancel this Contract upon thirty (30) days written notice.

5. WORK SPECIFICATIONS

5.1 WORK SPECIFICATIONS

Bidders shall bid on, and if so awarded by the Borough, perform the Work hereinafter set forth. It is the intent of these Specifications that all "tipping fees" for the disposal of Solid Waste, Garbage or Refuse shall be paid to the Contractor, separately, from the Borough as a direct reimbursement for actual payments made by the Contractor to the Reclamation Facility as

“tipping fees” in accordance with the provisions of the Contract. Any income derived from the sale of any Recyclable Materials shall be income payable to the Borough.

5.2 DUTIES OF CONTRACTOR

The Contractor shall provide collection, removal and disposal of Solid Waste, Garbage, Refuse and Recyclable Materials from within the territorial boundaries of the Borough as delineated herein and in accordance with the terms of the Specifications and Contract. The Borough shall be general divided into four (4) Collection Districts from which the collection of Solid Waste, Garbage, Refuse and Recyclable Materials shall be made. More detailed information of the Collection Districts is as follows:

District 1. This Collection District is bordered by Aberdeen Township to the northwest; Matawan Borough to the southwest; Raritan Bay to the north; Hazlet Township (at Clark Street, which is included) to the south; and Luppataong Creek to the east.

District 2. This Collection District is bordered by Luppataong Creek to the west; Raritan Bay to the north; Hazlet Township to the south; and Broad Street to the east.

District 3. This Collection District is bordered by Broad Street to the west; Raritan Bay to the north; Hazlet Township to the south; Green Grove Avenue to the southeast; and Atlantic Street to the northeast.

District 4. This Collection District is bordered by Green Grove Avenue to the southwest; Atlantic Street to the northwest; Raritan bay to the north; Hazlet Township to the south; and the Borough of Union Beach to the east.

The Borough reserves the right to make specific modifications or adjustments to the boundaries effecting the within Collection Districts. Any modification shall be supplied by the Borough to the Contractor.

5.3 COLLECTION SCHEDULE

The materials described below shall be collected in accordance with the Collection Schedule set forth in Section 5.5. The Contractor may request the Collection Day(s) be modified or changed with the approval of the Borough. The Borough reserves the right to modify or amend the Collection Schedule in order to accommodate the general public and to further promote the economical and efficient collection of Solid Waste and Recyclable Materials within the Borough. Any container requirements set forth herein are subject to change or modification as may be necessary. Collection of Solid Waste, Garbage or Refuse shall not include construction debris. Construction debris shall not be collected as Solid Waste, Bulk or Recyclable Materials.

A. COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS FROM ALL RESIDENTIAL PROPERTIES: The Contractor shall provide curbside collection of Solid Waste, Garbage, Refuse and Recyclable Materials from all Residential Properties within the Borough of Keyport. The curbside collection shall consist of approximately One Thousand, Nine Hundred and Ninety-Five (1,995) Residential Properties. The Contractor shall be responsible for Scheduled Collections as directed in Section 5.5 of these Specifications. Bulk items, branch and leaf collection are excluded from this collection. This section includes the condominiums cited in section C below.

B. COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS FROM ALL APARTMENTS, TOWNHOMES AND CONDOMINIUMS (CURBSIDE COLLECTION): The Contractor shall provide for the collection of Solid Waste, Garbage, Refuse and Recyclable Materials of various Apartments, Condominiums and Townhouses within the Borough of Keyport. The collection shall consist of approximately One Hundred and Forty-Eight (148) Apartments, Condominium and Townhouse units collected curbside. The Contractor shall be responsible for Scheduled Collections as directed in Section 5.6 of these Specifications. Branch and leaf collection are excluded from this collection.

C. COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS FROM ALL APARTMENTS, TOWNHOMES AND CONDOMINIUMS (CENTRAL CONTAINER COLLECTION): The Contractor shall provide for the collection of Solid Waste, Garbage, Refuse and Recyclable Materials from central dumpsters or receptacles located in various Apartments, Condominiums and Townhouses within the Borough of Keyport. The collection shall include approximately four (4) Condominium or Townhouse complexes, consisting of approximately One Hundred and Forty One (141) units, which are serviced by dumpsters and receptacles for the central collection of Solid Waste and Recyclable Materials. The Contractor shall be responsible for supplying dumpsters and receptacles to each Apartment, Condominium or Townhouse complex and Scheduled Collections as set forth in Section 5.5 of these Specifications. Bulk items, branch and leaf collection are excluded from this collection. These units are counted in section A above.

D. COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS FROM ALL COMMERCIAL AND MIXED USE PROPERTIES: The Contractor shall provide for the curbside collection of Solid Waste, Garbage, Refuse and Recyclable Materials from all Commercial and Mixed Use Properties within the Borough of Keyport. The curbside collection shall consist of approximately One Hundred and Thirty Five (135) Commercial and Mixed Use Properties. The Contractor shall be responsible for Scheduled Collections as directed in Section 5.5 of these Specifications. Branch and leaf collection are excluded from this collection.

E. COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS FROM KEYPORT HIGH SCHOOL AND CENTRAL SCHOOL: The Contractor shall provide for the collection of Solid Waste, Garbage, Refuse and Recyclable Materials from Keyport High School and Keyport Central School. The Contractor will provide twice weekly pick-ups of Solid Waste and Recyclable Materials from September 1st through June 30th each year; weekly pick-up July 1st through August 31st each year. The Contractor shall be responsible

to supply two (2), eight (8) yard container at the Keyport High School and four (4) eight (8) yard containers at the Keyport Central School.

F. COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS FROM MUNICIPAL FACILITIES: The Contractor shall provide for the collection of Solid Waste, Garbage, Refuse and Recyclable Materials from Municipal Facilities. The Contractor shall be responsible to supply one (1) thirty (30) yard for Solid Waste and four (4) six (6) yard containers for Recyclable Materials at the Borough Recycling Facility at Route 36 and Florence Avenue.

G. COLLECTION OF BULK ITEMS FOR ALL RESIDENTIAL, APARTMENT, TOWNHOME, CONDOMINIUM, COMMERCIAL AND MIXED USE PROPERTIES: The Contractor shall provide for the curbside collection of Bulk Items from all Residential Units, Apartments, Condominiums, Townhomes, Commercial Properties and Mixed-Use Properties. The Contractor shall be responsible for Scheduled Collections as set forth in Section 5.5 of these Specifications.

5.4 CONTAINERS

A. Residential Properties. Residential Properties shall be limited to a maximum of three (3) fifty-gallon containers per each collection of Solid Waste. Regardless of the number of residential units in the property the total number of Containers placed for curbside collection shall not exceed six (6) fifty-gallon containers. The Contractor shall only pick-up Solid Waste, Garbage or Refuse from Residential Properties which are placed for collection and disposal in metal or plastic containers. Solid Waste, Garbage or Refuse placed for collection or disposal which is not placed in a Container shall not be collected. Each Residential Property may place for collection and disposal one (1) Bulk Item every regular pickup day accordance with the Schedule promulgated by the Borough. The Contractor shall comply with the Ordinances of the Borough and the Board of Health in the collection and disposal of Solid Waste, Garbage and Refuse. A copy of the applicable Ordinance is attached to the within Specifications. Residential properties services by a dumpster shall be subject to the regulations for apartments, condominiums and townhouses.

B. Apartments, Condominiums and Townhouses: Residents of any Apartment, Condominium or Townhouse complex which utilizes a central collection site for Solid Waste, Garbage or Refuse, are required to deposit their Solid Waste, Garbage and Refuse in sealed and tied plastic bags within the dumpsters provided by the Contractor in size and quantity as listed in the attachment to these Specifications. The Contractor shall be required to collect Solid Waste from the within dumpsters or receptacles in accordance with these Specifications. Each Apartment, Condominium and Townhouse resident may place for collection and disposal one (1) Bulk Item every regular pickup day in accordance with the schedule promulgated by the Borough. Each Apartment, Condominium or Townhouse complex shall be required to either allow curbside collection or provide access to the central collection site to the Contractor to remove all Solid Waste from any dumpster or receptacle. The Contractor is not required to unlock a gate, door or fence in order to secure access to remove dumpsters or receptacles. The

Contractor is not required to provide service in the presence of any interference by any resident, tenant, occupant or employee or agent thereof that prevents access to the central site or threatens the employees of the Contractor.

C. Commercial Properties and Mixed Use Properties. Commercial Properties and Mixed Use Properties shall be limited to a maximum of four (4) fifty gallon containers per each property, as regulated on the tax rolls, on each collection of Solid Waste. If there is more than one business, commercial or residential unit in the building, an additional two (2) containers may be placed for curbside collection, but the total number of containers per parcel shall not exceed six (6). The Contractor shall only pick-up Solid Waste, Garbage and Refuse from Commercial Properties and Mixed Use Properties which is placed for disposal and collection in metal or plastic containers and shall be strictly limited to six (6) containers per solid waste collection day. Solid Waste, Garbage or Refuse placed for collection which is not placed in a container shall not be collected. The Contractor shall comply with the Ordinances of the Borough of Keyport and the Board of Health in the collection and disposal of Solid Waste, Garbage and Refuse. Commercial Properties and Mixed-Use Properties shall be entitled to Bulk collection, which collection is limited to one (1) Bulk Item per property per regularly scheduled pick up day. A copy of the applicable Ordinance relative to the collection of Solid Waste, Garbage and Refuse is included as an attachment to the within Specifications.

D. Municipal Facilities. The Contractor shall be required to supply and pick up one (1) thirty (30) yard Solid Waste container and four (4) six (6) yard Recyclable Material containers from the Borough Recycling Center located on the corner of Route 36 and Florence Avenue. Collection shall be made weekly.

E. The Contractor shall only be required to collect Solid Waste, Garbage and Refuse which is properly placed for disposal in metal and rubber containers and placed curbside or as close thereto as possible or, in the case of Apartments, Condominium or Townhouse complexes with central collection sites, in dumpsters or other receptacles.

F. The Contractor shall not permit nor otherwise allow for the collection of Solid Waste and Recyclable Materials which will result in the Solid Waste and Recyclable Materials becoming commingled in any collection vehicle. The Contractor specifically recognizes that Solid Waste and Recyclable Materials shall be collected separately. The failure of the contractor to comply with this requirement shall be deemed a breach of the Contract and may result in termination or the assessment of Liquidated Damages.

5.5 COLLECTION SCHEDULE

A. All Collection Services as described in Section 5.3 of the Bid Specifications shall be performed by the Contractor as generally described herein.

B. Collection of Solid Waste shall be performed weekly on Mondays, Tuesdays, Thursdays and Fridays for Districts 1 through 4, respectively.

C. Collection of Recyclable Materials shall be on an alternating two week (Wednesday) schedule with commingled and paper collected every other week. Districts 1 and 2 shall be on one two week cycle and Districts 3 and 4 on the alternate two week cycle.

Bulk Items shall be collected Borough wide on regularly scheduled collection days. Each Residential unit shall be permitted to dispose of one (1) Bulk Item. Each Commercial Property or Mixed Use Property shall be entitled to one (1) Bulk Item per property. The Contractor shall comply with the schedules promulgated by the Borough.

E. The Contractor shall not commence collection of Solid Waste or Recyclable Materials prior to 6:00 a.m. on the scheduled Collection Day. All Collection Services shall conclude each Collection Day by 6:00 p.m. In the case of an emergency, the hours of collection may be extended by the Board of Health, Health official or the Borough Administrator.

F. The following Legal Holidays are exempted from the schedule for the collection of Solid Waste and Recyclable Materials: New Year's Day, Thanksgiving Day and Christmas Day. Should any such enumerated Holiday fall on a regularly schedule collection date for either Solid Waste or Recycling, said pick-up shall occur the next succeeding business day, unless otherwise specified herein. The Contractor shall be obligated to complete all regularly scheduled pick-ups within the time parameters established. In the event of a state or national emergency or in the event of a significant snowfall, the Contractor may, with the consent of the Borough, postpone a scheduled collection. In this event, the scheduled collection shall take place the next day.

G. The Borough reserves the right to modify and amend the within Recycling Schedule to promote the efficient and economical collection of Recyclable Materials. The Contractor may, with the consent of the Borough, make changes or recommendations to the current collection schedule in order to promote the efficient collection of Recyclable Materials within the Borough.

5.6 SOLID WASTE DISPOSAL

A. All Solid Waste collected within the Borough shall be disposed of in accordance with the Monmouth County Solid Waste Management Plan. For the Term of this Contract, all Solid Waste collected pursuant to the terms of the Contract shall be disposed of at the Monmouth County Reclamation Center, Tinton Falls, NJ (732-918-0142).

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

5.7 RECYCLABLE MATERIALS

A. As set forth herein, the Contractor shall be responsible for the collection of all Recyclable Materials designated pursuant to Borough Ordinance 21-11, or any successor Ordinance, or statute of the State of New Jersey relative to Recyclable Materials. The Contractor shall remove

all Recyclable Materials from all Commercial Properties, Mixed Use Properties, Residential Properties, Apartments, Condominiums and Townhouses as set forth under Section 5.4 herein.

B. The Contractor agrees to transport all Recyclable Materials collected within the Borough to two (2) market facilities designated by the Borough, which facilities shall be located within twenty (20) miles of the Keyport Municipal Building. In the event a designated market facility is greater than twenty (20) miles from the Keyport Municipal Building or the Borough designates more than two (2) market facilities, the Borough agrees to pay the Contractor at the rate of seventy-five dollars (\$75.00) per hour for the additional transportation time beyond the twenty (20) mile limit designated herein. The Borough shall have the right to change or amend the selection of the market facilities at any time during the Term of the Contract upon notice to the Contractor.

C. All revenues derived or received from the sale of Recyclable Materials shall belong exclusively to the Borough.

5.8 VEHICLES AND EQUIPMENT

A. All vehicles and equipment utilized by the Contractor shall be registered with and conform to the requirements of the New Jersey Department of Environmental Protection in accordance with N.J.A.C. 7:26-1 et seq., or any such successor statute or regulation.

B. All collection trucks shall be compaction types, completely enclosed and watertight. With the approval of the Borough, the Contractor may utilize equipment other than compaction type vehicles on streets having widths precluding the use of such vehicles. The Contractor shall provide a detailed description of any other vehicle utilized for this purpose to the Borough and specify whether the vehicles are side, front or rear loading.

C. All vehicles utilized shall be maintained by the Contractor in good working order and shall be constructed, used and maintained in a manner so as to reduce any unnecessary noise, odor or spillage. The Borough and its officials shall have the right to inspect all vehicles, at any time, during the Term of the Contract and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of all such vehicles, and any other equipment used in the performance of the Contract. Each vehicle shall be equipped with a broom and shovel.

D. The Borough shall have the right to require the inspection of any vehicle prior to the start of any collection activity within the Borough. If so directed, the Contractor shall present the vehicle for inspection at the location designated by the Borough. The Borough may weigh the within vehicle at the commencement of any Collection Day and at the conclusion of any Collection Day. The Borough may further request the vehicle be inspected upon the conclusion of any Collection Day.

E. The Contractor shall not collect, cause to be collected or deposited, in the vehicle any Solid Waste, Garbage or Refuse from any source, except those properties within the Borough

covered under the Contract. The intent being that any vehicle used by the Contractor shall collect Solid Waste, Garbage and Refuse exclusively from properties designated in the within Specifications and no others.

F. All solid waste and recycling trucks shall display a valid inspection sticker on the windshield demonstrating that same have passed annual emission inspections at a licensed diesel emission inspection center. Bidders shall include, in their response to this RFB, a list of all vehicles retrofit or exempt under the Diesel Retrofit Law, and a copy of the compliance form issued pursuant to N.J.A.C. 7:27-32.20 (Diesel Retrofit Law – Issuance and Completion of Compliance Forms) for each vehicle to be used in performing the terms of this RFB. The Contractor shall ensure at all times that any vehicle used in execution of the Contract is in compliance with the Diesel Retrofit Law (N.J.A.C. 26:2C-8), and inspection requirements and idling limits set forth at N.J.A.C. 7:27-14. Bidders shall provide training for all vehicle drivers on the idling limits.

G. The Borough, through its designated officials, including, but not limited to, health official, recycling coordinator, deputy recycling coordinator, Superintendent of Public Works, Borough Engineer or Police Officer, may order any of the Contractor's vehicles used in performance of this Contract out of service if the within vehicle is not properly maintained in accordance with the Contract. In such case, the Contractor shall be obligated to replace said vehicle with a conforming vehicle in order to fulfill the obligations set forth hereunder for each collection day. Nothing herein shall further preclude the issuance of a summons by the Keyport Police Department for any equipment violations in accordance with applicable motor vehicle statutes.

5.9 NAME ON VEHICLES

The name, address and service phone number of the Contractor shall be placed clearly and distinctly on both sides of all vehicles used in connection with the collection services. The Contractor shall also display any license numbers or identification numbers mandated by the laws of the State of New Jersey.

5.10 TELEPHONE FACILITIES AND EQUIPMENT

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

B. Telephone service shall be maintained on all Collection Days, between the hours of 8:00 a.m. and 5:00 p.m. The Borough shall list the Contractor's telephone number in the Telephone directory along with other listings for the Borough.

5.11 FAILURE TO COLLECT

The Contractor shall report to the Borough Administrator, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect the Designated Recyclable Materials on the next business day. Designated Solid Waste shall be collected by the Contractor no later than the next regularly scheduled Collection Day. In those cases where collection is scheduled on a one collection per week basis, that collection will be made as soon as possible, but in no event later than the next scheduled Collection Day.

5.12 COMPLAINTS

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

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

C. Prior to departing the Borough at the conclusion of a Collection Day, the Contractor or his agent or employee shall contact a representative of the Borough and address any complaints by residents relative to missed collections received by the Borough. Upon notification, the Contractor shall collect any missed collections from any property prior to departure from the Borough. Any complaints relative to missed collections shall be addressed by the Contractor on the next Collection Day.

5.13 SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities for any work or services performed in accordance with the Contract. The Contractor shall further ensure that no agent or employee shall solicit or receive any gratuity for the collection of additional amounts of Solid Waste, Garbage or Refuse from any resident or entity or for the collection and disposal of any Solid Waste, Garbage or Refuse from any private party or entity not otherwise entitled to the services set forth herein.

5.14 INVOICING AND PAYMENT PROCEDURES

A. The Contractor will submit all invoices for collection and/or disposal services rendered in accordance with the Contract to the Borough for processing and payment. Within thirty (30) days after the end of each calendar month during the Term of the Contract, for which the Contractor has performed services pursuant to the terms of the Contract, the Contractor will submit an invoice for payment to the Borough for the proceeding calendar month (the Billing Month).

B. In those cases where the Contractor has paid directly the costs of disposal (“tipping fees”), the Contractor shall submit a separate invoice to the Borough for reimbursement of those charges. Costs for reimbursement shall be for tipping fees, surcharges and taxes related only to the disposal costs of Solid Waste, Garbage, Refuse or Bulk collected solely from the Borough in accordance with the Contract.

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

D. Invoices shall be specific and identify the number of any type of vehicle(s) used in performing collections for the Borough, the number of loads used in performing collection for the Borough, the number of loads vehicle, and the number of cubic yards and the total tonnage of the Solid Waste disposed of each day during the Billing Month. Failure to provide the within information will result in the non-payment of invoices submitted. The Borough and Contractor specifically agree that tonnage for which the Borough shall be responsible for shall be the difference in the weight of the vehicle entering the Monmouth County Reclamation Facility and leaving the within Facility. However, the tonnage shall only be calculated based upon the Solid Waste, Garbage or Refuse collected within the Borough.

E. The Contractor shall submit an invoice setting forth the actual costs (including all taxes and surcharges) paid by the Contractor to the Reclamation Facility. Where the Contractor has paid the costs of disposal (tipping fees, taxes and surcharges) the Borough, upon presentment of a completed invoice shall reimburse the Contractor for the actual costs incurred in disposal of Solid Waste collected pursuant to the Contract. The Contractor shall be obligated to submit detailed invoices and receipts setting forth the number and type of the vehicle(s) used to make the collection, the number of cubic yards of material disposed of at the Reclamation Facility and the total tonnage of the material disposed of at the within Facility. The Contractor shall attach to the invoice submitted for each billing month, the receipts issued by the Reclamation Center which shall indicate the following:

1. The amount of each invoice;
2. The origin of the Solid Waste;
3. The vehicle(s) license plate numbers;
4. The total quantity and weight of the Solid Waste disposed; and
5. The authorized tipping fee charged together with all taxes and surcharges.

F. In all other cases, bills incurred for disposal at the Monmouth County Reclamation Facility or other Disposal Facility should be sent directly to the Borough for all costs associated with the disposal of materials collected pursuant to the Contract.

5.15 COMPETENCE OF EMPLOYEES

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

The Contractor shall furnish and maintain at all times a well-organized and efficient work force capable of providing the daily service required. The work force shall be properly attired and equipped for neatness and safety. The Contractor shall employ only competent and skillful workers to perform the tasks called for by the Contract, and shall bear proper employment identification. The Contractor shall take reasonable steps to ensure that those employed do not participate in any of the following:

- Intoxication or drug abuse
- The use of loud, profane, vulgar or obscene language
- The refusal to collect or handle Solid Waste as herein required and defined
- The wanton or malicious damage or destruction of containers. Any other wanton, willful, or reckless disregard of safety or sanitary requirements

5.16 SUPERVISION OF EMPLOYEES

The Contractor shall employ a Supervisor or Foreman who shall have full authority to act for the Contractor in all matters related to the Borough. The Supervisor or Foreman shall carry a cell phone whose number shall be provided to the Borough for the reporting of complaints during the service day. The Contractor shall notify the Borough Administrator, in writing, that a Supervisor has been appointed. Such notification shall be given prior to beginning performance of the Contract. The Contractor shall promptly notify the Borough Administrator, in writing, of any changes. All costs, salary and expenses of the Supervisor or Foreman shall be the sole responsibility of the Contractor. In addition to the powers, duties and responsibilities assigned by the Contractor, the Supervisor or Foreman shall have the authority:

- a. To direct and control all employees assigned under the Contract.
- b. To direct the assignment and use of equipment in the Borough.
- c. To respond to any complaint made by the general public or the Borough.
- d. To respond to telephone inquiries or requests by the Borough.
- e. To respond to any questions and concerns relative to any equipment used pursuant to the Contract.
- f. To attend meetings as requested by the Borough.
- g. To address any questions relative to disposal of Solid Waste at the Disposal Facility.
- h. To generally respond to any inquiries made by the Borough or general public.

5.17 INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain in full force and effect at all times during the life of the Contract, insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. The insurance policy shall name the Borough as an Additional Named Insured indemnifying the Borough with respect to the Contractor's actions pursuant to the Contract. The failure of the Contractor to maintain any required insurance shall be deemed a breach of the Contract.

5.18 CERTIFICATES

Upon notification by the Borough of Keyport, the lowest responsible Bidder shall supply to the Borough Administrator, within five (5) days of notification, a Certificate of Insurance as proof that the insurance policies required by these Specifications are in full force and effect.

5.19 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Borough of Keyport from and against all claims, disputes, damages, losses, and expenses including all reasonable Attorney's fees and costs incurred by the Borough in the defense of any of the aforesaid claims or lawsuit or assertions that may result or arise directly or indirectly, from or by reason of the performance of the Contract or from any act or omission by the Contractor, its agents, servants, employees or Subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

6. **BIDDING DOCUMENTS**

6.1 **BIDDING DOCUMENTS CHECKLIST** (initial that each item has been provided)

- _____6.2 Certified photo-copies of Bidder's Certificate of Public Convenience and Necessity and an Approval Letter issued in conformance with N.J.S.A. 13:1E-126.
- _____6.3 Statement of Bidder's qualifications, experience and financial ability and Questionnaire.
- _____6.4 A Bid guarantee in the form of a Bid bond, Certified Check or Cashier's Check in the proper amount made payable to the Borough of Keyport.
- _____6.5 Ownership Disclosure Form.
- _____6.6 Non-Collusion Affidavit.
- _____6.7 Consent of Surety.
- _____6.8 Bid Proposal.
- _____6.9 Bidder's Acknowledgment of Receipt of Changes to Bid Documents
- _____6.10 Certification of New Jersey Business Registration
- _____6.11 Iran Disclosure Form

NAME OF FIRM OR INDIVIDUAL

TITLE

SIGNATURE

DATE

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

NAME _____

COMPLETE ADDRESS _____

TELEPHONE NUMBER _____

CERTIFICATE NUMBER

DATE _____

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

63 STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } SS:

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

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

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough of Keyport to award to _____ the Contract for Solid Waste and Recyclable Materials collection and disposal services in the event said Bidder is the Lowest Responsible Bidder on the basis of the Bid Proposal which is submitted herewith.

3. I understand and agree that the Borough of Keyport will rely upon the information provided in the Questionnaire in determining the Lowest, Responsible Bidder to be awarded the Contract.

4. I also understand and agree that the Borough of Keyport may reject the Bid Proposal in the event that the answer to any of the foregoing questions is false.

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

NAME OF FIRM OR INDIVIDUAL

TITLE

SIGNATURE

DATE

Subscribed and sworn to before me this _____ day of _____, 2014

Notary Public of

My Commission expires _____, _____.

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

QUESTIONNAIRE

This Questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste materials and recyclable materials collection and disposal for the Borough of Keyport. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the Bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the Bidder been in business as a Contractor under your present name?
2. List any other names under which the Bidder, its partners or officers have conducted business in the past five years.
3. Has the Bidder failed to perform any Contract awarded to it by the Borough of Keyport under its current or any past name in the past five years? If the answer is “Yes”, state when, where and why. A complete explanation is required.
4. Has any officer or partner of the Bidder’s business ever failed to perform any Contract that was awarded to him/her as an individual by the Borough of Keyport in the past five years? If the answer is “Yes”, state when, where and why. A complete explanation is required.
5. List all public entity Contracts which the Bidder or its partners is now performing or for which Contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the Contract and the number of years the Contract covers.
6. List the government solid waste collection and disposal services Contract that the Bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of Contracting unit;
 - (b) Approximate population of Contracting unit;
 - (c) Term of Contract from/to;
 - (d) How were materials collected?
 - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

7. State all equipment owned by and/or available to the Bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?
9. Identify all equipment that is not presently owned or leased by the Bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded the Contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
12. List the name and address of three credit or bank references.
13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an Annual Report, a financial statement for the most recent year, which includes at a minimum the Bidder's assets, shall be submitted, or a financial statement for the most recent year from the Bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the Bidder's company separately.
14. Additional remarks.

64 **BID GUARANTY**

NOTE: Attach Bid Bond with Power of Attorney, Certified Check or Cashier's Check Here.

65 STOCKHOLDER OR PARTNERSHIP STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

66 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } SS:

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

I am employed by the firm of _____, the Bidder submitting the Bid Proposal for the above named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the Bidder has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive Bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Keyport rely upon the truth or the statement contained in this affidavit and in said Bid Proposal in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the _____.

NAME OF FIRM OR INDIVIDUAL

TITLE

SIGNATURE

DATE

Subscribed and sworn to before me this _____ day of _____, 2024

Notary Public of

My Commission expires _____, _____

6.7 CONSENT OF SURETY

THIS CONSENT OF SURETY MUST BE SUBMITTED WITH THE BID PROPOSAL

_____, Surety, authorized to carry on business in New Jersey, but its signature hereupon or that of its Attorney-in-Fact, certifies to and promises the Borough of Keyport of the County of Monmouth that if a Contract for Solid Waste and Recyclable Materials Collection, and Disposal Services is awarded to _____, Principal, that it as Surety will execute the bond or bonds as required by the Specifications and will become surety in the full amounts set forth in the Bid of its Principal for the faithful performance of all obligations of its Principal as Contractor.

This Consent of Surety shall be valid for a period of ninety (90) days from the date of the Bid opening.

SURETY

By: _____
Attorney-in-Fact

Address

City, State, Zip

(_____) _____
Phone Number

POWER OF ATTORNEY FOR ATTORNEY-IN-FACT MUST BE ATTACHED HERETO.

NOTE: This text CANNOT BE ALTERED. The inclusion of additional conditions or other text will cause the Bid to be rejected.

68 BID PROPOSAL

Proposal for Solid Waste Materials and Recyclable Materials Collection and Disposal Services beginning **June 1, 2024.**

I or We _____

of _____

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

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

NOTE:

Bidders are required to sign the Proposal sheet.

Signature

Affix seal if
a corporation

Title

6.8.1 **BID PROPOSAL**

The undersigned agrees to enter into a Contract to do all the work required to provide Solid Waste and Recyclable Materials Collection and Disposal Services to the Borough of Keyport and furnish all the required materials, labor, equipment, including providing such Containers as set forth in the RFB, necessary to carry out the intent of the Bid Specifications, for the period Commencing June 1, 2024 and Terminating May 31, 2025; and if applicable, for the additional two (2) two (2) year extensions at the sole option of the Borough as follows:

A. Proposed Cost For Solid Waste & Recycling Collection and Disposal Services

Year 1 Monthly Charge \$ _____ Year 1 Total \$ _____

B. Proposed Cost for Solid Waste & Recycling Collection and Disposal Services for 1st Two (2) Year Renewal Option

Year 2 Monthly Charge \$ _____ Year 2 Total \$ _____

Year 3 Monthly Charge \$ _____ Year 3 Total \$ _____

C. Proposed Cost for Solid Waste & Recycling Collection Disposal Services for 2nd Two (2) Year Option

Year 4 Monthly Charge \$ _____ Year 4 Total \$ _____

Year 5 Monthly Charge \$ _____ Year 5 Total \$ _____

Total Five (5) Year Proposal Cost: \$ _____

Name of Firm or Individual

Title

Signature

Date

The Contract award will be based on the lowest responsible bid based on the Total Five Year Proposal Cost.

69 BIDDER'S ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS

**BIDDER'S ACKNOWLEDGMENT OF RECEIPT OF
CHANGES TO BID DOCUMENTS
FOR UNIFORM BID SPECIFICATIONS FOR
SOLID WASTE & RECYCLABLE MATERIALS
COLLECTION AND DISPOSAL SERVICES**

The undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Bid advertisement, specifications or Bid documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the Borough's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid Proposal may be subject for rejection of the Bid.

BOROUGH REFERENCE NUMBER OR TITLE OF ADDENDUM/REVISION	How Received (mail, fax, pick-up, etc.)	Date Received

* Check Here if No Addenda Was Issued _____

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name of Title: _____

Date: _____

6.10 CERTIFICATION OF NEW JERSEY BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue and Enterprise Services prior to award of a contract. To facilitate the bid evaluation and contract award process, the Bidder is being requested to submit a copy of its valid BRC and those of all named subcontractors with its bid.

Any Bidder, inclusive of any name subcontractors, who does not have a valid BRC as of the bid opening date or whose BRC was revoked prior to the bid opening date, should proceed immediately to register its business or seek reinstatement of a revoked BRC. The Bidder and its named subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek reinstatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Bidders are cautioned that it may require a significant amount of time to secure an initial BRC or the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Bidder's attention to this requirement prior to bidding is highly recommended.

A Bidder receiving a contract award as a result of this procurement and any subcontractors utilized by that Bidder will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed contract, inclusive of any contract extensions.


NAME OF BIDDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME AND TITLE OF SIGNATORY

DATE

6.11 **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

	<p>STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY</p> <p>33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230</p>
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DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: _____ VENDOR/BIDDER: _____

PART 1
CERTIFICATION
VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: _____

RELATIONSHIP TO VENDOR/BIDDER: _____

DESCRIPTION OF ACTIVITIES: _____

DURATION OF ENGAGEMENT: _____

ANTICIPATED CESSATION DATE: _____

VENDOR/BIDDER CONTACT NAME: _____

VENDOR/BIDDER CONTACT PHONE No.: _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

 Signature

 Date

 Print Name and Title

7. **CONTRACT DOCUMENTS**

7.1 **CONTRACT**

**CONTRACT FOR SOLID WASTE &
RECYCLBLE MATERIALS COLLECTION AND DISPOSAL**

This Contract made this ___ day of ___, 2024 by and between the Borough of Keyport, a municipal corporation of the State of New Jersey, with a principal business address of 70 West Front Street, in the Borough of Keyport, County of Monmouth and State of New Jersey, (the “Borough”) and _____, a New Jersey Corporation, with a principal business address of _____, State of New Jersey, (the “Contractor”).

WITNESSETH: The Borough having solicited bids for Solid Waste and Recyclable Materials Collection and Disposal within the Borough of Keyport and having determined the Contactor to be the lowest responsible bidder and entitled to the within award of Contract, the Parties hereto mutually agree:

ARTICLE ONE: The Contractor, for and in consideration of all sums to be paid hereunder, covenants and agrees to provide for the Solid Waste and Recyclable Materials Collection and Disposal Services within the Borough of Keyport in accordance with the terms of the attached Bid Specifications and the provisions herein contained.

ARTICLE TWO: The term of the within Contract shall be for one (1) year. The Contract may be extended for two (2), two (2) year renewal periods at the sole option and discretion of the Borough. This Contract shall commence on June 1, 2024. This Contract will terminate on May 31, 2025, unless the Borough exercises the option to renew and extend the Term. The Borough will notify the Contractor one hundred and twenty (120) days prior to the termination of the Contract if the Borough intends to exercise the renewal option.

ARTICLE THREE: The Contractor covenants and agrees to provide all labor and equipment necessary to perform the work required under this Contract in a workmanlike manner in conformance with the Bid Specifications and the provisions herewith. The Contractor shall perform the Solid Waste and Recyclable Materials Collection and Disposal Services in accordance with the Bid Specifications which are attached hereto and made a part of this Contract as if set forth at length herein.

ARTICLE FOUR: The Contractor shall furnish and maintain a Performance Bond in the amount of _____ (\$ _____), which amount represents the total amount bid by the Contractor for the one (1) year Term of this Contract, which shall insure performance under the terms of this Contract. In the event the Borough exercises the option to extend the Term of the Contract, the Performance Bond for each succeeding year shall be in an amount equal to no more than one hundred percent (100%) of the annual value of the Contract extension. The Contractor will further save, indemnify and hold harmless the Borough of Keyport, its agents, employees or officials from any and all claims, suits or actions including all claims of damages to which the Borough may be liable for any actions, omissions, commissions, negligence, carelessness or intentional acts arising from the performance of this Contract by the Contractor or his agents, servants, employees or representatives.

ARTICLE FIVE: The terms of the within Contract shall specifically incorporate the terms of the Bid Specifications and performance is based upon the terms set forth thereunder as well as the provisions herein contained in this Contract.

ARTICLE SIX: In consideration of the performance of the terms and conditions of this Contract relative to the Solid Waste and Recyclable Materials Collection and Disposal Services, the

Contractor shall be paid the sum of \$_____ for the First Year; and \$_____, if applicable, for the Second Year; and \$_____, if applicable for the Third Year; and \$_____, if applicable, for the Fourth Year; and \$_____, if applicable, for the Fifth Year, for a Total Contract amount if applicable, of \$_____. The within sums shall be paid in equal monthly installments for each year over the term of the Contract. Payment shall be paid by the Borough in accordance with the usual procedures and protocols for the submission of vouchers and payment thereof. Payment procedures and requirements are set forth in the attached Bid Specifications.

ARTICLE SEVEN: All Solid Waste collected pursuant to this Contract shall be disposed of in accordance with the Monmouth County Solid Waste Management Plan. All Solid Waste collected shall be disposed of at the Monmouth County Reclamation Facility, Tinton Falls, New Jersey.

ARTICLE EIGHT: At or about the time of commencement, the Borough shall designate two (2) Market Facilities for the collection and delivery of all Recyclable Materials collected pursuant to this Contract. The Contractor shall dispose of the collected Recyclable Materials at the within locations. The Contractor shall promptly furnish to the Borough weight slips for any Recyclable Materials delivered.

ARTICLE NINE: The Borough reserves the right, consistent with the terms of the Bid Specifications, to select additional disposal facilities for the disposal of Solid Waste and additional market facilities for the collection of Recyclable Materials. The Borough shall notify the Contractor of any modifications or changes.

ARTICLE TEN: The Contractor shall not assign or sublet any work specified under the terms of the within Contract without the prior express written consent of the Borough. During the course of this Contract, it may become necessary to adjust the amount of properties or units subject to collection of Solid Waste and Recyclable Materials. The Parties agree that they will negotiate any collection and payment adjustment that may be required during the term of this Contract.

ARTICLE ELEVEN: The Borough shall have the right to terminate this Contract with the Contractor based upon the terms contained in the Bid Specifications. The Borough shall have the specific right to terminate based upon the following circumstances:

- a. If the Contractor becomes insolvent.
- b. If the Contractor makes an assignment for the benefit of his creditors pursuant to applicable state or federal laws or statutes.
- c. The Contractor becomes involved in the filing of a voluntary or involuntary bankruptcy petition.
- d. The Contractor fails to commence Work in accordance with the terms of the Bid Specifications and Contract.
- e. The Contractor abandons the Work awarded under the Contract.
- f. The Certificate of Public Convenience is suspended or revoked by the State of New Jersey.
- g. The Contractor fails to maintain any licenses or permits required by the State of New Jersey Department of Environmental Protection or any agency or subdivision of state or local government.
- h. In the event that the Contractor abandons a portion of the Work to be performed under the Bid Specifications and Contract.
- i. The failure of the Contractor to perform all Work under the Bid Specifications and Contract in a proper, workmanlike manner.
- j. The failure of the Contractor to provide the requisite proof of insurance naming the Borough as an additional insured under the terms of the Contract.
- k. The cancellation of any insurance policy for non-payment or for any reason.
- l. The failure of the Contractor to secure the applicable Performance Bond required under the Contract.
- m. The inability of the Contractor to secure sufficient equipment to provide services called for under the Contract.
- n. If the Contractor shall without just cause, reduce his working force to a number which, if maintained, would be insufficient in the absolute opinion of the Borough, based upon the advice of either the Superintendent, Department of Public Works, Health Official or Recycling Coordinator to complete the work in

- accordance with the requirements of the Bid Specifications and Contract; or the failure to increase the workforce when directed by the Borough to do so in order to complete the work required hereunder.
- o. Should the Contractor sublet, assign, transfer, convey or otherwise dispose of this Contract or any portion thereof other than in accordance with the Bid Specifications or Contract.
 - p. Upon the appointment of a receiver by any Court of competent jurisdiction to manage, oversee or control any aspect of the Contractor's business.
 - q. The Contractor is barred or prohibited, for any reason, from disposing of the Solid Waste, Garbage or Refuse collected under the Contract at the Monmouth County Reclamation Facility.
 - r. The Contractor intentionally co-mingling Solid Waste and Recyclable Materials for the purpose of disposing of same at the Monmouth County Reclamation Facility.
 - s. The failure of the Contractor to produce any records relative to the collection and delivery of Recyclable Materials to market facilities when requested by the Borough including weight slips.
 - t. If the Borough upon the advice of the Superintendent of Public Works, Borough Engineer, Health Official or Recycling Coordinator that the Contractor is not or had not performed the Work assigned under the terms of the Contract in good faith.

Before the Contract can be terminated pursuant to items d, e, h, l, m, n, r, s and t set forth above, the Borough shall give notice to the Contractor of the specific nature of the breach claimed as constituting grounds for termination. The Contractor shall be entitled to a hearing to address the charges and specifications. The Borough shall notify the Contractor of the date, time and place of the hearing, which hearing shall not be less than two days after the date of the mailing of the notice of hearing to the Contractor, at which hearing the Contractor may have a certified shorthand reporter present and during which hearing the Contractor and/or his attorney may reply to the specific charges. If a shorthand reporter is present, the Contractor shall furnish a copy of any transcript to the Borough.

In the event of termination for any cause, upon notification of the Borough, the Contractor shall cease all activities relative to the Contract within the Borough. Upon

termination, the Borough shall have the power and authority to contract for completion of services in the manner prescribed by law. Upon termination, notice of said termination shall also be delivered to the insurance company providing the performance bond issued to the Contractor. Nothing herein shall restrict or preclude the power of the Borough to act in the event of an emergency so as to provide essential services to the residents of the Borough including the collection of Solid Waste and Recyclable Materials. The Borough may rent, hire or otherwise acquire such equipment and manpower as may be necessary to provide similar services under the Contract to the residents of the Borough. Any expenses relative to the acquisition of equipment, manpower or an additional Contractor shall be charged to and deducted from any amounts due to the Contractor or any amounts which may become due to the Contractor. If such sums are insufficient to satisfy the expenses hereunder, the Borough shall seek full restitution, inclusive of attorney's fees and costs, from the insurance carrier issuing the performance bond to the Contractor. The Borough recognizes its obligation to mitigate any damage or loss incurred as the result of a breach and termination. However, nothing herein shall preclude the Borough from asserting all of its legal rights or claims for any loss or damages sustained as a result of the Contractor's breach and termination.

Both the Borough and the Contractor recognize the extreme importance to the public health, safety and welfare for all Solid Waste and Recyclable Materials to be collected and disposed of in a timely fashion. As a result, the following specific provision shall apply in the event the Contract is terminated by the Borough based upon the Contractor's failure to comply with the terms of the Bid Specifications and Contract.

The authority of the Borough to determine the manner in which the Contract will be completed shall be absolute in every respect. In the event it becomes necessary for the Borough to complete the term of the Contract due to a breach or default by the Contractor, the Borough may take any action it deems appropriate to protect the health, welfare and safety of the residents. Toward that end, the Borough may solicit or employ a new Contractor to complete the balance of work under the current Contract, with or without public bidding, or it may hire such additional men and equipment the Borough deems appropriate to provide similar services or utilize its own men and equipment or a combination thereof to provide all necessary services to the residents. The right to select a contractor to complete the Contract, either with or without public bidding, as shall be at the sole discretion of the Borough.

Neither the Contractor or its insurance carrier or surety shall have any right to participate in this selection.

In any case where the Borough shall elect to accept a Liquidated Damage as opposed to an actual damage based upon termination, the Borough may assess the following sums for the following acts of commission or omission by the Contractor. The within decision to accept a Liquidated Damage shall be exclusively within the discretion of the Borough and shall not be considered or deemed an exclusive remedy. Liquidated Damages may be assessed for the following acts:

1. For failure to make any regular collection of Solid Waste or Recyclable Materials on any one (1) single Collection Day, the Contractor shall pay to the Borough the sum of Two Thousand Five Hundred Dollars (\$2,500.00), which amount shall continue for each collection day that is missed by the Contractor. In addition, the sum of Five Hundred Dollars (\$500.00) per day for each vehicle used or hired by the Borough for the purpose of performing any collection activity and/or disposal service which the Contractor has failure to perform plus the additional sum of One Hundred Dollars (\$100.00) for each person or employee employed by the Borough

to perform services relative to the collection and/or disposal of Solid Waste or Recyclable Materials.

2. For the failure to make substantial regular collection of Solid Waste or Recyclable Materials on any one (1) single Collection Day, the Contractor shall pay to the Borough the sum of One Thousand Dollars (\$1,000.00), which amount shall continue for each Collection Day that is uncompleted by the Contractor. In addition, the sum of Five Hundred Dollars (\$500.00) per day for each vehicle used or hired by the Borough for the purpose of performing any collection activity and/or disposal service which the Contractor has failed to perform plus the additional sum of One Hundred Dollars (\$100.00) for each person or employee employed by the Borough to perform services relative to the collection and/or disposal of Solid Waste or Recyclable Materials.

3. For the failure to collect Solid Waste or Recyclable Materials in accordance with the terms of the Bid Specifications and Contract from any property entitled to such collection and for the failure to pick-up any dumpster or receptacle of the Borough, the sum of Fifty Dollars (\$50.00) for each such missed collection.

4. For the combination of Solid Waste, Garbage and Refuse with Recyclable Materials in the same collection vehicle, the Contractor shall pay to the Borough the sum of One Thousand Dollars (\$1,000.00) for each violation together with twenty percent (20%) of the tipping fees, inclusive of taxes and surcharges, paid to the Monmouth County Reclamation Facility for the disposal of the contaminated vehicle.

5. For the failure of the Contractor to properly maintain telephone service during the hours specified in the Bid Specifications, the sum of Twenty-Five Dollars (\$25.00) for each hour of such failure.

6. For the failure of the Contractor to immediately clean up a spillage from the Contractor's vehicle used in connection with work in the Borough, the sum of One Hundred Dollars (\$100.00).

The Borough Administrator shall assess Liquidated Damages in accordance with the preceding Sections. The Borough Administrator shall notify the Contractor in writing of the damages assessed and the basis for such assessment. Such notification shall be sent to the address provided by the Contractor and shall be sent regular and certified mail. The Contractor shall have the right to contest such Liquidated Damages by filing a written request to be heard within five (5) days following the receipt of the within notification. The Contractor shall then

appear before said Borough Administrator, at a time to be fixed by the Borough, in order to present any defenses against the assessment.

Following the hearing, the Borough Administrator shall notify the Contractor, in writing, at the address provided by the Contractor, by regular mail and certified mail, of any decision reached. Should the Borough Clerk or Administrator reverse the assessment, the matter shall be deemed concluded. Should the assessment of Liquidated Damages be modified or sustained, the Contractor shall have the right to appeal this determination to the Borough and request a hearing on the assessment. The Contractor shall demand such a hearing, in writing, by regular mail, addressed to the Mayor and Council of the Borough of Keyport 70 West Front Street, Keyport, New Jersey. The request for said hearing shall be made within ten (10) days notification of the decision by the Borough Clerk or Administrator or the request shall be considered untimely and will not be heard.

The Borough Council shall hear and consider the within appeal as soon as practical following the receipt of the demand for hearing. The method and conduct of the hearing shall be in a manner determined by the Borough Council. At the time of the hearing, the Contractor or his legal representative shall be advised of the charges filed and the damages assessed. The Borough Council shall hear from such Borough employees or residents with knowledge relative to the violation. The Borough Council shall hear and consider any testimony presented by the Contractor, its agents, servants, employees or representatives concerning any violation, which forms the basis for any assessment. At the conclusion of the hearing, the Borough Council shall render a decision, which may affirm, reverse or modify the decision of the Borough Clerk or Administrator. If the decision is reversed, the matter shall be deemed concluded. The Borough

Council may modify the assessment based upon the facts and circumstances presented. In considering modification, the Borough Council may reduce or amend the fixed penalties set forth above based upon the circumstances present. Should the Borough Council modify or affirm, the matter shall be considered concluded except for any rights of the Contractor to seek redress before a court of competent jurisdiction.

Damages assessed in accordance with these Bid Specifications or Contract shall be deducted from the next monthly payment due to the Contractor.

No remedy provided within the terms of the Contract and Bid Specifications shall be deemed an absolute exclusive remedy so as to preclude the Borough from taking any other action, which the Borough may deem appropriate to protect the interests of the Borough of Keyport. The Contract and Bid Specifications shall not be considered an exclusive remedy which would restrict the Borough from all legal and equitable relief or actions in any forum of competent jurisdiction, except where the parties may agree to submit any difference or dispute to binding arbitration where the decision of the arbitration shall be deemed conclusive as to the issues or dispute presented.

ARTICLE TWELVE: In all instances where the Borough is entitled to receive or recover sums as Liquidated Damages from the Contractor, such sums shall be deducted from the next payment invoiced to the Borough of Keyport for payment from the Contractor. The rights granted hereunder are and in the preceding section are in addition to any and all rights of the Borough may assert under laws or in equity, under any ordinance, statute or law of competent jurisdiction. It being the intention that the Borough of Keyport shall have all rights and options and shall not be limited by any legal restrictions set forth herein.

ARTICLE THIRTEEN: During the course of the Contract, should the company providing the surety bond, performance bond or any insurance coverage required hereunder default, become insolvent or otherwise cease operations, the Contractor shall within ten (10) days of the default, insolvency or termination of operations, furnish to the Borough a bond or such other similar insurance in the same amount which shall be acceptable to the Borough. Upon failure of the Contractor to deliver such bond or insurance within the time period specified, the Contract may be terminated at the option of the Borough. The Borough may grant an additional extension to secure said bond or insurance of ten (10) additional days. In the event of termination, no additional payments shall be made to the Contractor until either (a) a new bond or proof of insurance is posted; and/or (b) the Borough can determine the nature and extent of any damages, liquidated or otherwise, which the Borough has sustained as a result of the termination. Thereafter, any damages due and owing the Borough will be deducted from any sums due the Contractor. The within deduction and release of payment to the Contractor shall not constitute a full and final release of all claims and the Borough reserves the right to seek any additional claims, rights and remedies available in law or equity.

ARTICLE FOURTEEN: The decision of the Borough to accept services rendered by the Contractor with the knowledge that the Contractor is in default, breach or violation of this agreement shall not be deemed a waiver of any rights or remedies available to the Borough. The acceptance of services by the Borough after said default or termination shall not be construed as a waiver of said default or termination or the waiver of any rights or remedies available to the Borough. The determination of the Borough to enforce or not enforce a clause or provision of these specifications or contract shall not be construed as a waiver or abandonment of any

position or right of the Borough absent an express resolution of the Borough to waive, abandon or otherwise discharge any claim or provision arising under the Bid Specifications and Contract.

ARTICLE FIFTEEN: The Contractor shall be obligated to continue performance until such time as the Borough shall terminate this Contract for reasons set forth herein. Until such time, the Contractor will have the obligation to perform the services specified under the Bid Specifications and Contract. Upon termination, the Contractor shall cease all services under the Contract. The Contractor shall not remove any dumpsters or receptacles until directed by the Borough to do so. Neither a default by the Borough or a breach of a provision of the Contract by the Borough shall entitle the Contractor to cease work or otherwise terminate services required under the Contract.

ARTICLE SIXTEEN: The Bid Specifications and award of Contract hereunder shall be made in accordance with the New Jersey Local Public Contracts Law and shall be construed pursuant to the laws of the State of New Jersey. In the event that legal action is required to interpret and/or enforce the terms of the Specifications and Contract, the parties agree that such action will be venued in Monmouth County, New Jersey.

ARTICLE SEVENTEEN: Should any portion of the Bid Specifications or Contract be declared invalid or unenforceable by a Court of competent jurisdiction, such invalidity shall not affect any other part of the Specifications or Contract which shall be considered in full force and effect.

ARTICLE EIGHTEEN: It is agreed that the Contractor will comply with the New Jersey Law Against Discrimination as contained in N.J.S.A. 10:2-1 et seq. The Contractor shall not discriminate by reason of race, creed, color, national origin or ancestry or gender during the term of this contract. The Contractor recognizes that discrimination may result in the Borough imposing penalties or sanctions including the termination of this Contract.

ARTICLE NINETEEN: The Contractor shall comply with all Affirmative Action Regulations adopted pursuant to P.L. 1975, c. 127, including the provisions contained in N.J.A.C. 17:27, et seq. entitled “Mandatory Affirmative Action Requirements for Public Works Contracts and Construction Contracts” and any amendments or successor statutes thereto, to include equal opportunity and affirmative action requirements.

ARTICLE TWENTY: This Contract shall be binding on the parties hereto as well as their successors and assigns as their interests may appear.

ARTICLE TWENTY-ONE: The within Contract and Bid Specifications shall constitute the entire agreement between the Parties.

IN WITNESS WHEREOF, the Borough has caused this Contract to be signed by Collette J. Kennedy, Mayor and Valerie T. Heilweil, Borough Clerk, based upon the authority of the Borough Council, and the Contractor has set their hands and seals or caused the proper officers to execute same and attach the proper corporate seal.

CONTRACTOR

ATTEST:

BY: _____

SECRETARY

BOROUGH OF KEYPORT

BY: _____

BOROUGH ADMINISTRATOR

7.2 PERFORMANCE BOND

See Section 4.4

7.4 CERTIFICATE OF INSURANCE

See Section 5.17

ATTACHMENT #1

N.J.S.A. 10:5-31 et seq, N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

The contractor or subcontractors, 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 contractors commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue to use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & 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.**

ATTACHMENT #2

BOROUGH OF KEYPORT - MUNICIPAL DATA

Keyport Solid Waste Bid Estimate		
Unit Type	Parcel Count	Note
SF Residential	1743	Count is inclusive of condominium units
Multi-Family (2-4 units)	252	SF + Multi Family = 1995
Apartment	20	Approx 510 units/ Does not include the two LTTE developments (see apt breakdown)
Commercial only	134	
Mixed Use Commercial	70	Contains Approx 153 residential units. Mixed use parcels generally contain 1-4 residential units. There are no large apartment components contained within any of the KP commercial properties.

Parcel Count	Apartment Breakdown	Address	Units
1	Green Grove	99 Green Grove	164
1	Keyport Harbor	251 Atlantic	132
1	Holmdel Pointe	36 Center	71
1	Bay Pointe	101 Green Grove	24
1	Key Grove	45 Beers	24
15	Remainder are small apts between 5-9 units	Misc	95
20	Approximate Unit Total=		510
LTTE Projects not included in the above analysis			
1	Bethany Manor	500 Broad	146
1	Oyster Bay	50 Beers	210
2	Approximate Unit Total=		356

SCHOOLS: Two (2) – Keyport High School; Keyport Central School

MUNICIPAL FACILITIES: Borough Hall, Senior Center and various municipal Receptacles located throughout the Borough including parks. Please note that there is a consolidated pick-up for this waste on Rollo Place in the Borough.

POPULATION: approximately 7,240

AREA: 1.5 square miles

TOTAL ROAD MILES: approximately 26 miles (including County and State highways)

2018 Solid Waste Tonnage: 2,532.05 tons

Recyclable Materials Tonnage Information:

2014 Co-mingled cardboard, newspapers & junk mail, 884.21 tons Co-mingled bottles, cans & plastics, 349.25 tons

2015 Co-mingled cardboard, newspaper & junk mail, 471.51 tons Co-mingled bottles, cans & plastics, 159.77 tons

2016 Co-mingled cardboard, newspapers & junk mail, 169.70 tons Co-mingled bottles, cans & plastics, 50.46 tons

2017 Co-mingled cardboard, newspaper & junk mail, 72.71 tons Co-mingled bottles, cans & plastics, 219.93 tons

SCHEDULE A
DESIGNATED RECYCLABLE MATERIALS

ORDINANCE 21-11
AN ORDINANCE ESTABLISHING SECTION 16-5, SOLID WASTE
COLLECTION AND DISPOSAL, CHAPTER XVI, AND AMENDING SECTION 16-6,
MANDATORY SEPARATION OF RECYCLABLE MATERIALS FOR COLLECTION
AND RECYCLING, OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH
OF KEYPORT

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF
KEYPORT AS FOLLOWS:

SECTION I.

16-5 DISPOSAL AND COLLECTION OF SOLID WASTE

16-5.1 PURPOSE

The Mayor and Council have determined that it is necessary to revise and update ordinances to eliminate inconsistencies, to properly identify the solid waste to be collected and to more clearly identify those items which must be recycled in accordance with ordinances established by the Borough of Keyport in accordance with state mandates. The public interest requires that residents and businesses comply with recycling laws and mandates to reduce the flow of recyclable items into landfills. Enforcement of solid waste disposal and recycling regulations further protects the health and safety of the residents of Keyport.

16-5.2 DEFINITIONS.

As used in this section, the following words shall be defined as follows:

“Apartments, Condominiums or Townhouses” shall mean a building complex comprised of four (4) or more units consisting of one or more rooms designed with a private bath and kitchen facilities comprising an independent self-contained dwelling unit, for which common solid waste collection and recycling is provided through a central collection site by use of dumpsters and other receptacles for the collection of recyclable materials.

“Bulk or Bulk Items” shall mean household objects such as furniture, plumbing fixtures, toilets, bath tubs, sinks, lawn care machinery, hot water tanks, rugs/carpets and floor pads not greater in dimension than 10' x 12', lamps, upholstered couches and chairs, lawn furniture, plastic toys, pet items, file cabinets, ironing boards, gym sets, mattresses, box springs, untreated lumber in fifty (50) pound bundles no longer than six (6) feet, and any other item normally found in the home which is not in whole or in part a “covered electronic device” as defined by the “Electronic Waste Management Act,” N.J.S.A. 13:1E-99.94, *et seq.*, or otherwise barred from disposal as solid waste by State or Federal statute or regulation.

“Commercial Properties” shall mean all commercial properties including, but not limited to, stores, offices, factories, restaurants, taverns, bars, hotels, motels, nursing homes, fast food complexes, convenience stores, car dealerships, service stations, shops, marinas, industrial plants and any type of property which is income producing situate on an individual parcel within the Borough of Keyport.

“Fixed-contour containers” shall mean containers with a designed shape and volume, whether constructed of rigid material or plastic or other flexible material, equipped with tight-fitting covers, of an approved type with handles and tapered sides. The container must be vermin resistant. The total capacity of each such container shall not exceed fifty (50) gallons. The loaded weight of each container and its contents shall not exceed fifty (50) pounds. Plastic bags are non-compliant and may not be used except when placed in a fixed-contour container, dumpster or other solid waste receptacle.

“Garbage” shall mean all animal and vegetable waste from any kitchen, market, store or retail establishment within the Borough of Keyport, or any other type of waste, which due to animal or vegetable content, may decompose, spoil or otherwise cause odor and thus create a hazard to public health within the Borough of Keyport.

“Mixed Use Properties” shall mean the combination or development of commercial structures and residential structures within the same individual parcel which shall generally contain commercial establishments on the ground floor and residential apartments or units located above the commercial establishment on the same parcel of land.

“Parcel” shall mean an individual lot or contiguous lots occupied by one or more commercial establishments and/or commercial establishments with residential units as a mixed use. For the purpose of this ordinance, each parcel shall be limited to a specified number of containers for solid waste collection by the Borough of Keyport.

“Recyclable Materials” shall mean those materials identified for mandatory separation and recycling pursuant to Section 16-6 of this Chapter or mandated to be separated and recycled by any state, county or municipal statute, ordinance or regulation.

"Regular collection" shall mean the regularly scheduled weekly collection of discarded materials generally including garbage, refuse and other materials not specifically regulated, controlled, prohibited or mandated to be separated and recycled by any statute, regulation or ordinance.

“Refuse” shall mean other materials generally found in a residential dwelling or abode or a commercial establishment, which is not otherwise deemed recyclable under Section 16-6 of this Chapter or other materials that are excluded from regular collection by statute, regulation or ordinance..

“Residential Property” shall mean a dwelling house including the lot or parcel of land on which the dwelling is situated which dwelling is functionally designed for the use and enjoyment of not more than three (3) families. A "family" is an individual or individuals, whether related or not, who reside in a unit consisting of one or more rooms designed with a private bath and kitchen facilities comprising an independent self contained dwelling unit, This class shall not include apartments, condominiums, townhouses, commercial properties, mixed use properties, residential properties of four (4) or more such units or other types of multi-family dwellings including hotels, motels, boarding homes or shelters.

“Solid Waste” means garbage, refuse, and other discarded materials resulting from industrial, commercial and agricultural operations, and from domestic and community activities, and shall include all other waste materials which are disposed of through waste collection either publicly or privately, except for those materials identified for mandatory separation and recycling pursuant to Section 16-6 of this Chapter or mandated to be separated and recycled by any state, county or municipal statute, ordinance or regulation or other materials that are excluded from regular collection by statute, regulation or ordinance.

16-5.3 REQUIREMENTS.

16-5.3(1) Residential Property. Every person placing garbage, refuse or solid waste for collection by the Borough of Keyport from, or in connection with a residential property or residential unit shall, in addition to complying with any State, County or Municipal Recycling Codes, comply with the following requirements:

a. Garbage, refuse or other materials permitted for regular collection shall be placed in fixed-contour containers equipped with tight-fitting covers and shall be of an approved type with handles and tapered sides. The container must be vermin resistant. No more than three (3) containers per residential unit shall be placed out for Municipal

collection. Regardless of the number of residential units in the property the total number of containers placed for curbside collection shall not exceed six. The owner or manager of a residential property containing two or three units shall be responsible for clearly marking each container by numbers or letters at least one half (1/2) inch wide by six (6) inches high to identify the unit whose garbage it contains. The total capacity of each such container shall not exceed fifty (50) gallons. The loaded weight of each container and its contents shall not exceed fifty (50) pounds. Garbage in plastic bags or non-compliant containers shall not be collected.

b. Garbage, refuse or other materials permitted for regular collection shall be accepted for public collection on dates specified and fixed by the Borough of Keyport.

c. Recyclable materials as defined in Section 16-6.2 of this Chapter, including aluminum, batteries, corrugated cardboard, glass, high grade paper, junk mail, leaves, newspapers, plastic containers, tin and bi-metal cans, tires and white metals shall not be subject to regular collection or pick-up as part of garbage collection. These items shall be placed for collection as directed for each class of recyclable materials.

d. Bulk items shall be collected in accordance with a schedule established by the Mayor and Council for collection of bulk items. Bulk items shall not be placed for collection prior to 4:00 p.m. of the day prior to the scheduled collection.

e. Construction debris as defined in Section 16-3.1 of this Chapter shall not be subject to regular collection and pick-up as part of garbage collection.

f. Dangerous Materials as defined in Section 16-5.5 shall not be subject to regular collection and pick-up as part of garbage collection and shall not be placed in any dumpster or container for collection.

g. When not placed for collection or disposal, all receptacles or cans used for the storage of solid waste, garbage, refuse or recyclable materials shall be properly stored by each residential property owner, tenant or occupant. Said receptacles or cans shall not be stored in any front yard area. The area used for storage of containers for solid waste, garbage, refuse and recyclable materials shall be either the interior of the residential property or garage or in rear of the residential property, or if stored in a side yard such containers shall be screened from public view.

h. Residential property serviced by a dumpster shall be subject to the regulations for apartments, condominiums and townhouses.

16-5.3(2) Apartments, Condominiums or Townhouses. Every person placing garbage, refuse or solid waste for collection by the Borough of Keyport from, or in connection with, an apartment, condominium or townhouse shall, in addition to complying with any State, County or Municipal Recycling Codes, comply with the following requirements:

a. All normal household garbage, refuse or other materials permitted for regular collection shall be deposited in a central collection site which utilizes a dumpster(s) or other receptacle(s) for municipal garbage collection, which collection shall occur on dates specified by the Borough of Keyport.

b. Each dumpster or receptacle shall have a closely fitted and secure lid in order to prevent the spread of noxious odors, seepage or decay or the infestation by vermin or disturbance by other animals. Upon placement of solid waste, garbage or refuse within the dumpster or other receptacle, each resident shall ensure that the lid is securely closed.

c. Recyclable materials as defined in Section 16-6.2 of this Chapter, including aluminum, batteries, corrugated cardboard, glass, high grade paper, junk mail, leaves, newspapers, plastic containers, tin and bi-metal cans, tires and white metals shall not be subject to regular collection or pick-up as part of garbage collection. These

items shall be placed at the central collection site in receptacles labeled for recyclable materials for collection as directed for each class of recyclable materials.

d. Bulk items shall be placed in a central location to be collected in accordance with a schedule established by the Mayor and Council for collection of bulk items. Bulk items shall not be placed for collection prior to 4:00 p.m. of the day prior to the scheduled collection.

e. Construction debris as defined in Section 16-3.1 of this Chapter shall not be subject to regular collection and pick-up as part of garbage collection and shall not be placed in any dumpster or receptacle for collection.

f. The location of the central collection site for the placement of dumpsters and other receptacles used for the collection of solid waste, garbage, refuse and recyclable materials and as the collection point for bulk items shall be selected by the apartment, condominium or townhouse complex with the approval of the Borough of Keyport. The location shall be sufficient to accommodate a dumpster or other receptacles used in the collection of solid waste, garbage and refuse and to accommodate the disposal of bulk items. The location shall further permit sufficient access to vehicles used in the collection of the disposed items. Nothing herein shall prohibit the location of multiple central collection sites provided each site is accessible to vehicles for the collection of the disposed materials.

g. The area used for such storage of dumpsters and other receptacles shall be screened by a solid fence, which shall be maintained in good repair, or a row of plantings not less than forty-eight (48) inches high. A gate shall be installed and maintained to control access to the storage area. All dumpsters or receptacles shall be placed on a concrete, mortared brick or stone, or blacktop pad or other impervious service.

h. Dangerous Materials as defined in Section 16-5.5 shall not be subject to regular collection and pick-up as part of garbage collection and shall not be placed in any dumpster or container for collection.

i. Any apartment, condominium or townhouse complex which does not utilize a central collection site shall submit a plan for the location of containers to be used to dispose of solid waste, garbage, refuse, bulk items and recyclable materials to the Property Maintenance Officer who shall review these plans in consultation with the Health Inspector, Recycling Coordinator, Code Enforcement Officer and Construction Official, as appropriate. The plan shall provide for collection in accordance with the standards for residential properties set forth in Section 16:5-3.1. The plan must ensure that the containers do not interfere with public travel whether vehicular or pedestrian and do not create an unsightly clutter along the public street. Regardless of the number of residential units in the complex the total number of containers placed for curbside collection shall not exceed (6) six. The owner or manager of a residential property containing four or more units shall be responsible for clearly marking each container by numbers or letters at least one half ($\frac{1}{2}$) inch wide by six (6) inches high to identify the unit whose garbage it contains. This subparagraph does not apply to an apartment which meets the definition of mixed use which shall dispose of solid waste, garbage, refuse, bulk items and recyclable materials in accordance with Section 16:5-3.3.

j. Owners, landlords or managers of apartments, condominiums or townhouses may enter into private contracts for the collection of any class of solid waste without forfeiting the right to municipal collection of other classes of solid waste.

16-5.3(3) Commercial and Mixed Use. Every person placing garbage, refuse or solid waste for collection by the Borough of Keyport from, or in connection with, commercial properties and/or mixed use properties shall, in addition to complying with any State, County or Municipal Recycling Codes, comply with the following requirements:

a. Garbage, refuse or other materials permitted for regular collection shall be placed in fixed-contour containers equipped with tight-fitting covers and shall be of an approved type with handles and tapered sides. The container must be vermin resistant. No more than four (4) containers per business or commercial unit shall be placed out for Municipal collection. If there is more than one business, commercial or residential units in the building an additional two containers may be placed for curbside collection, but the total number of containers per parcel shall not exceed six(6). The owner or manager of a property containing more than one unit shall be responsible for clearly marking each container by numbers or letters at least one half (½) inch wide by six (6) inches high to identify the unit whose garbage it contains. The total capacity of each such container shall not exceed fifty (50) gallons. The loaded weight of each container and its contents shall not exceed fifty (50) pounds. Garbage in plastic bags or non-compliant containers shall not be collected.

b. Commercial properties and mixed use properties who exceed the maximum allowance of six (6) fifty gallon containers per collection day shall be required to obtain a dumpster or other similar receptacle for the purpose of the collection and disposal of garbage, refuse and solid waste, at the sole cost and expense of the property owner, landlord, tenant or occupant.

c. Recyclable materials as defined in Section 16-6.2 of this Chapter, including aluminum, batteries, corrugated cardboard, glass, high grade paper, junk mail, leaves, newspapers, plastic containers, tin and bi-metal cans, tires and white metals shall not be subject to regular collection or pick-up as part of garbage collection. These items shall be placed for collection as directed for each class of recyclable materials.

d. The owner or landlord of a commercial property or mixed use property shall be required to provide adequate containers for the collection of solid waste, garbage, refuse and recyclable materials and shall maintain those receptacles, containers or dumpsters in good condition in accordance with the provisions of this title.

e. Each commercial property or mixed use property shall provide a location for the storage of any receptacle used in the collection and storage of solid waste, garbage, refuse or recyclable materials for all commercial establishments and/or residential units located on each parcel, which location shall be on the side or rear of the parcel. In the event a dumpster is utilized by the commercial property or mixed used property for collection, the location of such shall be on the side or rear of the parcel and shall permit sufficient access to vehicles used in the collections of the within solid waste, garbage, refuse or recyclable materials. Nothing herein shall prohibit the owner of a commercial property or mixed use property from entering into an agreement for the private collection of solid waste or recyclable materials.

f. Each commercial property or mixed use property which provides an area for the storage of dumpsters or receptacles used in the connection with the storage and disposal of solid waste, garbage, refuse and recyclable materials shall provide adequate screening from the public view. Every area shall be properly screened by a solid fence, which shall be maintained in good repair, or a row of plantings, which shall not be less than forty-eight (48) inches high. A gate shall be installed and maintained to control access to the storage area. Each dumpster or receptacle shall have a closely fitted and secure lid in order to prevent the spread of noxious odors, seepage or decay or the infestation by vermin or disturbance by other animals. Upon placement of solid waste, garbage, refuse or recyclable materials within the dumpster or other receptacle, each user or resident shall ensure that the lid is securely closed. All dumpsters or receptacles shall be placed on a concrete, mortared brick or stone, or blacktop pad or other impervious service.

g. Commercial properties and mixed use properties which cannot provide a location for the storage of receptacles used in the collection and storage of solid waste, garbage, refuse or recyclable materials may obtain a permit from the Borough to store such receptacles on adjacent or nearby Borough owned property, if such property is available. Placement and screening for the receptacle(s) shall be determined by the Property Maintenance Officer in consultation with the Health Inspector, Recycling

Coordinator, Code Enforcement Officer and Construction Official, as appropriate. The initial term of this permit shall be from the date of its issuance to June 30 of the following year. The term of subsequent permits for the same parcel shall be one year commencing July 1 and ending June 30. The initial fee for this permit shall be one hundred (\$100.00) dollars. If there is no change to the location, placement and screening of the receptacle the fee for subsequent permits shall be twenty-five (25) dollars annually due on July 1.

h. Nothing in the within ordinance shall prohibit commercial properties or mixed use properties from contracting to share the costs of any private collection of solid waste, garbage, refuse or recyclable materials nor from sharing access to a dumpster(s) or other receptacles for the collection and disposal of solid waste or recyclable materials.

i. Each commercial property or mixed use property shall be entitled to pick-up of recyclable materials as defined in Section 16-6.2 of this Chapter. There shall be no restriction or limitation as to the amount of recyclable materials collected from any parcel used as commercial property or mixed use property. These items shall be placed for collection as directed for each class of recyclable materials.

j. Bulk items may be disposed of in accordance with the schedule promulgated by the Mayor and Council. Each parcel of commercial property or mixed use property shall be entitled to dispose of one (1) bulk item during each regularly scheduled bulk collection. Bulk items shall not be placed for collection prior to 4:00 p.m. of the day prior to the scheduled collection.

k. Construction debris as defined in Section 16-3.1 of this Chapter shall not be subject to regular collection and pick-up as part of garbage collection and shall not be placed in any dumpster or receptacle for collection.

l. Dangerous Materials as defined in Section 16-5.5 shall not be subject to regular collection and pick-up as part of garbage collection and shall not be placed in any dumpster or container for collection.

m. Owners, landlords or managers of commercial property or mixed use property may enter into private contracts for the collection of any class of solid waste without forfeiting the right to municipal collection of other classes of solid waste.

16-5.4 HOURS OF COLLECTION.

No person shall set or place any garbage, refuse, recyclable materials, bulk items or other solid waste on the curblin for collection from any residential property, commercial property or mixed use property prior to 4:00 p.m. of the day prior to the collection day for the district in which the same is situated, nor allow any empty containers to remain on the curblin, as herein provided, after 7:00 p.m. of the day of collection, and all such containers shall be stored in a manner as to not create a nuisance or annoyance to neighbors and the public.

No contractor shall commence the collection of garbage and/or recyclable materials prior to 6:00 a.m. All contractors shall conclude the collection of garbage and/or recyclable materials prior to 6:00 p.m.

In the event of a declared emergency, the within times fixed for disposal may be extended by the Mayor and Council, Administrator or Health Officer.

16-5.5 COLLECTION OF DANGEROUS MATERIALS.

No person shall place for collection or disposal any explosive or highly reactive, or highly inflammable materials such as benzene, gasoline, petroleum, explosive powder, mercury, nitrocellulose film, unbroken florescent tubes, chemicals, ammunition, explosive materials, engine coolant, oil, anti-freeze or any similar materials.

No liquids of any type, including, but not limited to, chemicals, paints, pesticides, herbicides, reactive polishes or cleansers, cleaning or automotive products may be placed with recyclables or solid waste for disposal ("hazardous waste exclusion").

No rags or cloths containing these substances may be placed with recyclables or solid waste for disposal.

Special arrangement for collection and disposal of dangerous materials should be made with the garbage contractor. Any costs or fees related to the disposal of any dangerous materials shall be the sole responsibility of the property owner.

16-5.6 PLACEMENT OF CONTAINERS, RECYCLABLES AND OTHER SOLID WASTE, OBSTRUCTION OF SIDEWALKS AND ROADS.

All garbage, refuse, bulk items, recyclable materials or other solid waste, whether in containers or not, shall be set or placed for collection from any residential property, commercial property or mixed use property within the Borough of Keyport as near as possible on or along the curblin and shall not be set or placed in any gutter, street, road or on any walk or sidewalk or in a manner so as to interfere with public travel whether vehicular or pedestrian. Solid waste, garbage, refuse, bulk items or recyclable materials from commercial or mixed use properties may be placed on the sidewalk adjacent to the curblin in a manner so as not to interfere with public travel.

When the containers have been emptied they shall be returned to the places from which they were picked up and they shall not be set or placed in any gutter, street, road or on any walk or sidewalk, except as provided above for commercial and mixed use properties.

During times when accumulated snow is piled along the curblin the containers and other solid waste shall be placed so as to cause the least interference with public travel.

Dumpsters or other such receptacles shall be located and emptied as provided elsewhere in this ordinance.

16-5.7 CONSTRUCTION DEBRIS PROHIBITED.

No owner, lessee, occupant or resident of any property within the Borough of Keyport, shall dispose of construction debris as defined in Section 16-3.1 of this Chapter either as part of recycling collection or solid waste collection with the Borough of Keyport. Any owner, lessee, occupant, resident, partnership or corporation of a residential or non-residential property who violates the terms herein contained shall be subject to penalty as set forth in this Chapter.

16-5.8 BULK ITEM COLLECTION.

Bulk items are defined in Sections 16-5.2 and 16-6.2. The owner, occupant, or resident of a residential or non-residential property shall dispose of bulk items as part of solid waste collection in accordance with the following:

a. Each residential property within the Borough shall be permitted to dispose of bulk items in accordance with a bulk collection schedule promulgated by the Mayor and Council. Each bulk item to be disposed of shall be placed curbside in accordance with the regulations established for solid waste pick-up.

b. Each parcel of commercial property or mixed use property shall be permitted to dispose of bulk items in accordance with a bulk collection schedule promulgated by the Mayor and Council. Each bulk item to be disposed of shall be placed curbside in accordance with the regulations established for solid waste pick-up.

c. The Mayor and Council shall provide for the collection of at least one bulk item per month from each property. The Mayor and Council may further fix additional bulk pick-ups for residents under such terms as shall be deemed appropriate.

d. Any owner, lessee, occupant or resident who improperly places a bulk item or items on a date not scheduled for bulk pick-up, shall within 24 hours remove the bulk item or items from the curblineline to the proper storage area on their property until the regularly scheduled bulk pick-up. Failure to do so will result in a violation of the within Section and penalties in accordance with the provisions of this Chapter.

16-5.9 GRASS CLIPPINGS AND LEAVES.

a. Grass clippings are not collected and are banned from landfills. Cut and leave or request composting information. If your grass is cut by a lawn care company have the company haul the clippings away for disposal in accordance with applicable statutes, regulations and ordinances.

b. Leaves MUST be placed in biodegradable bags and must not be mixed with branches, garbage, refuse, etc., for collection by the Borough. Plastic bags may not be used for disposal of leaves. The Borough provides twenty-five (25) biodegradable bags per property to residents each year. Residents may pick up their allotment at the Recycling Center. Bagged leaves are collected curbside or can be brought to the Recycling Center during the regular days of operation. Unbagged leaves may not be placed curbside or in the street at any time.

16-5.10 COLLECTION OF PLANT TRIMMINGS.

a. All natural tree and shrub limbs without leaves no larger in diameter than four (4) inches and no longer than six (6) feet shall be tied and placed curbside or can be brought to the Recycling Center. Collection of these items shall be made by the Borough of Keyport in accordance with a schedule fixed by the Mayor and Council.

b. Christmas trees, live or formerly live, without the base, ornaments or trim, will be picked up on the day scheduled for regular collection of garbage, refuse and other solid waste. Artificial trees are a bulk item and will be picked up on the day scheduled for regular bulk item collection.

16-5.11 DEFECTIVE RECEPTACLES OR CONTAINERS.

Receptacles or containers which fail to meet the requirements set forth herein including as specified in Section 16-5.3 of this Chapter or which otherwise become broken or damaged or otherwise fail to conform to the standards fixed herein, shall immediately be replaced by the owner, tenant, lessee or occupant. Defective or broken receptacles or containers may be placed out for bulk collection empty and without the lid in place. The lid may be placed inside the empty container and both container and lid shall be considered one item for bulk collection. Clean defective or broken metal (not plastic) receptacles or containers may be brought to the Recycling Center as scrap metal. Defective receptacles or containers are deemed a violation of this Chapter and shall result in the issuance of a summons.

16-5.12 OBLIGATION TO RECYCLE.

Each resident, owner, lessee or occupant of a residential property, commercial property or mixed use property within the Borough of Keyport, shall comply with the regulations and schedules for Mandatory Separation of Recyclable Materials for Collection and Recycling as contained in Section 16-6. Recyclable materials are defined in Sections 16-6 and 16-7 and shall include appliances, defined as "white goods" in Section 16-6.2, such as refrigerators, freezers, washers and dryers, covered electronic devices as defined in the "Electronic Waste Management Act," N.J.S.A. 13:1E-99.94, *et seq.*, and such other items as may be mandated for separation and recycling by federal, State and local laws, regulations and ordinances.

16-5.13 ILLEGAL DUMPING.

As defined in the within ordinance:

(a) It shall be unlawful for any owner, tenant, lessee, occupant or employee or agent thereof of any property within the Borough of Keyport to deposit trash, refuse, solid waste, construction debris or recyclable materials brought from a home or business into any litter basket or container maintained by the Borough of Keyport.

(b) It shall be unlawful for any owner, tenant, lessee, occupant or employee or agent thereof of any property within the Borough of Keyport to throw, sweep, place, discard, or otherwise dispose of items of solid waste, garbage, refuse recycling materials, construction debris or plant trimmings onto any public street within the Borough of Keyport.

(c) It shall be unlawful for any person to deposit, dump, abandon or otherwise place solid waste, garbage, refuse, recyclable materials, construction debris, plant trimmings or bulk items on any lot, parcel or property within the Borough of Keyport.

(d) Any person who unlawfully dumps any solid waste in quantities in excess of 0.148 cubic yards of solids or thirty (30) gallons of liquid, as prohibited by N.J.S.A. 13:1E-9.3 of the "Solid Waste Management Act, N.J.S.A. 13:1E-1, *et seq.*, shall be subject to the penalties set forth in that Act and those set forth in the "Solid Waste Utility Control Act," N.J.S.A. 48:13A-1, *et seq.*

16-5.14 ENFORCEMENT.

Whenever the Health Inspector or his designee, Recycling Coordinator, Deputy Recycling Coordinator, Code Enforcement Officer, Construction Official, Building Inspector, Property Maintenance Officer, Zoning Officer, Assistant Property Maintenance Officer or Borough Police Officer determines that there has been a violation of any provision of this Chapter, he or she may issue a summons or he or she may give notice of the violation to the person or persons or entities responsible under this Chapter. In the case of a residential property, commercial property or mixed use property failing to comply with the amount of garbage placed for collection, a summons may issue without service of notice. Such notices shall be in writing and shall include a concise statement of the reasons for issuance.

Such notice shall be deemed properly and sufficiently served if, either:

- a. a copy thereof is sent by registered or certified mail to the last known address of the person or entity upon which the same is served, as shown on the current tax records of the Borough of Keyport;
- b. a copy thereof is handed to said person or to their tenant, lessee, agent, servant, employee, family member or occupant at that location of the within violation;
- c. or a copy thereof is left at the usual place of abode or office of said person or entity or at the location where the violation has taken place.

Notice shall be given as aforesaid, within or without the Borough. The notice shall also state that, unless the violation is abated, removed cured or prevented within two (2) days of the date of service of such notice (exclusive of the date of service), a summons shall be issued for such violation. The Enforcing Officer may at the time he or she issues the notice, extend the period for compliance for the violation stated for a period not to exceed ten (10) additional days, if, in his or her judgment, the abatement, removal or cure of the condition violated cannot be reasonably effected within the two day period. In the event the violation is not abated, removed, cured or prevented within the period of time specified herein, a summons shall issue against the person, persons, entity or entities so notified.

16-5.15 RESPONSIBILITIES OF OWNERS, LESSEES AND OCCUPANTS.

Owners, Lessees and Occupants shall jointly and severally have all the duties and responsibilities prescribed in this Chapter and shall not be relieved from any such duties and responsibilities nor be entitled to defend against any charge or violations

thereof by reason of the fact that another party may also be responsible therefore and in violation thereof. Responsibilities of Owners, Lessees or Occupants shall not be altered or affected by any agreement or contract by and between any of them or between them and other parties.

16-5.16 VIOLATIONS AND PENALTIES.

Any persons, firm, corporation who violates or neglects to comply with any provision of this Chapter or any rule or regulation promulgated thereto, shall be punishable upon conviction thereof, to pay a fine of not less than One Hundred (\$100.00) Dollars or more as provided in Section 1-5 of Chapter 1 of this Code.

16-6 MANDATORY SEPARATION OF RECYCLABLE MATERIALS FOR COLLECTION AND RECYCLING,

16-6.1 PURPOSE

a.-h. (Unchanged.)

- i. On or after January 1, 2010, pursuant to the "Electronic Waste Management Act" *N.J.S.A. 13:1E-99.94, et. seq.*, computers, monitors, televisions, telephones or related electronic hardware, defined in that Act as a "covered electronic device" may not be disposed as solid waste. They must be recycled.
- j. No liquids of any type, including, but not limited to, chemicals, paints, pesticides, herbicides, reactive polishes or cleansers, cleaning or automotive products may be placed with recyclables or solid waste for disposal ("hazardous waste exclusion").
- k. Any fair, convention or other special event, whether held indoors or outdoors, and sponsored by public or private agencies, is required to provide appropriate labeled containers for all solid waste and/or recyclables reasonably expected to be generated and discarded by vendors, participants or other visitors to that event, and arrange for its proper disposition.
- l. Any business or institution is required to inform its employees and/or cleaning service which is responsible for the collection and disposition of solid waste and recyclables generated at the business or institution of the proper method of disposal of solid waste and recyclable materials.
- m. The private company or public agency providing dumpsters, rolloff containers or any other waste containers to businesses, institutions, demolition job sites or other locations for pickup by the collector-hauler shall be responsible for clearly marking such containers as "trash" or for specific "recyclables, as may be appropriate.
- n. Businesses manufacturing or selling products made of or packaged in any item mandated for recycling must provide labeled and accessible containers for recycling to employees and customers and arrange for its proper disposition.
- o. All public and/or non-profit or other institutions are required to provide labeled and accessible recycling containers for all employees, students and visitors in all buildings and facilities, and arrange for its proper disposition.
- p. Designated recyclables shall be placed in fixed-contour containers equipped with secure tight-fitting covers and shall be of an approved type with handles and tapered sides. The owner or manager of a property containing more than one unit shall be responsible for clearly marking each container as a depository for Recyclables and by numbers or letters at least one half (½) inch wide by six (6) inches high to identify the unit whose recyclables it contains. The total capacity of each such container shall not exceed fifty (50) gallons. The loaded

weight of each container and its contents shall not exceed fifty (50) pounds. Recyclables in plastic bags or non-compliant containers shall not be collected. This section shall not apply to properties utilizing a dumpster(s) or other receptacle(s) located in central collection sites.

16-6.2 DEFINITIONS.

Aluminum (Unchanged.)

Batteries shall mean automotive and household ~~“wet” and “dry”~~ button cell batteries.

Bulk or Bulk Items shall mean household objects such as furniture, plumbing fixtures, toilets, bath tubs, sinks, lawn care machinery, hot water tanks, rugs/carpets and floor pads not greater in dimension than 10' x 12', lamps, upholstered couches and chairs, lawn furniture, plastic toys, pet items, file cabinets, ironing boards, gym sets, mattresses, box springs, untreated lumber in fifty (50) pound bundles no longer than six (6) feet, and any other item normally found in the home which is not in whole or in part a "covered electronic device" as defined by the "Electronic Waste Management Act," N.J.S.A. 13:1E-99.94, *et seq.*, or otherwise barred from disposal as solid waste by State or Federal statute or regulation.

Corrugated Cardboard-Plastic Containers (Unchanged.)

Recyclable Materials shall mean those materials identified for mandatory separation and recycling by any state, county or municipal statute, ordinance or regulation including, but not limited to, aluminum, batteries, corrugated cardboard, glass, high grade paper, junk mail, leaves, newspapers, plastic containers, tin and bi-metal cans, tires and white metals.

Solid waste-White Goods (Unchanged.)

16-6.3—16-6.4 (Unchanged.)

16-6.5 RECYCLING REQUIREMENTS.

All residents, owners, lessees or occupants of property in the Borough of Keyport shall comply with the regulations and schedules established by the Mayor and Council for the collection of the recyclable materials set forth in Section 16-6 in accordance with the following guidelines:

a. All recyclable materials and white goods, for which a permit may or may not be required, as defined in Sections 16-6 and 16-7, shall be delivered to the curbline not sooner than 4:00 p.m. of the day prior to the scheduled collection date.

b. Pursuant to the "Electronic Waste Management Act," N.J.S.A. 13:1E-99.94, *et seq.*, no person shall knowingly dispose of a covered electronic device, as defined by that Act, or any of the components or subassemblies thereof, as solid waste and all covered electronic devices must be recycled in a manner that is in compliance with all applicable federal, State and local laws, regulations and ordinances.

c. In the case of white goods, such as refrigerators and freezers, all doors must be detached and separated from the appliance prior to the delivery of the material to the curbline. Both the refrigerator or freezer and the detached door shall be considered one item for bulk collection.

d. It shall be the responsibility of the owner, lessee, occupant or resident seeking to dispose of certain household appliances, often referred to as white goods or white metals, such as refrigerators, freezers and air conditioners, which contain Freon, to obtain a permit as required pursuant to Section 16-7.2 of this Chapter. Permits may be obtained from the office of the Borough Clerk during normal business hours.

e. No owner, lessee, occupant or resident shall place recycling or white goods for disposal prior to 4:00 p.m. of the day prior to the scheduled pick-up date.

f. Any owner, lessee, occupant or resident who improperly places recycling or white goods on the curblineline of the streets of the Borough of Keyport prior to 4:00 p.m. of the day prior to the scheduled pickup shall be subject to a violation and penalty in accordance with the provisions of this Chapter. Any owner, lessee, occupant or resident who improperly places recycling or white goods on a date not scheduled for their pickup, shall within twenty four (24) hours remove the recycling or white goods item from the curblineline to the proper storage area on their property until the regularly scheduled pick-up. Failure to do so will result in a violation of the within Section and penalties in accordance with the provisions of this Chapter.

16-6.6 (Formerly 16-6.5, Unchanged.)

16-6.7 (Formerly 16-6.6, Unchanged.)

16-6.8 (Formerly 16-6.7, Unchanged.)

16-6.9 VIOLATIONS AND PENALTIES.

Any persons, firm, corporation who violates or neglects to comply with any provision of this Chapter or any rule or regulation promulgated thereto, shall be punishable upon conviction thereof, to pay a fine of not less than One Hundred (\$100.00) Dollars or more as provided in Section 1-5 of Chapter 1 of this Code.

SECTION II. Inconsistent Ordinances.

All Ordinances or parts thereof inconsistent with the provisions of this Ordinance, and more specifically Chapter BH:III, "Garbage Collection and Recycling Collection Regulations," previously adopted by the Board of Health as Ordinance No: 2004-1, and Ordinance No: 11-09, "An Ordinance Amending ... Ordinance 16-6, *et seq.*, Pertaining [To] Collection of Recycling Material," previously adopted by the Mayor and Council, are hereby repealed.

SECTION III. Severability:

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

SECTION IV. Effective date:

This Ordinance shall be in full force and effect from and after its adoption and any publication as may be required by law.

Introduced: October 18, 2011
Public Hearing: November 1, 2011
Adopted: November 1, 2011

Valerie T. Heilweil, RMC
Borough Clerk
Borough of Keyport

Robert E. McLeod, Mayor
Borough of Keyport

SCHEDULE B
SERVICE AREA OF BOROUGH



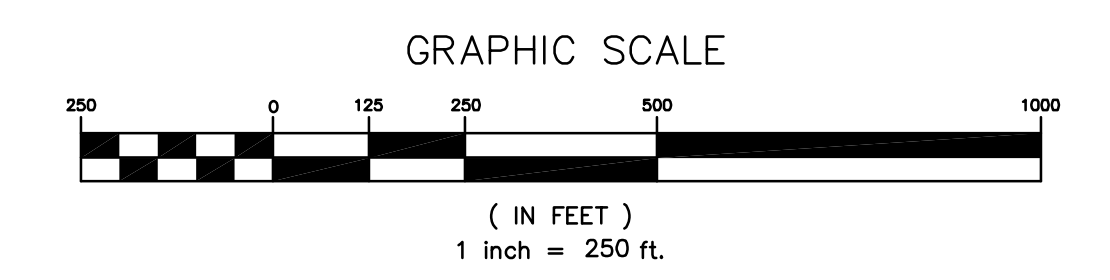
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ABERDEEN
TOWNSHIP

UNION BEACH
BOROUGH

HAZLET
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OVERALL ROAD MAP
BOROUGH OF KEYPORT
MONMOUTH COUNTY, NEW JERSEY
OCTOBER 2016

