

**BOROUGH OF MADISON**

**MORRIS COUNTY, NEW JERSEY**

**2011 REMOVAL AND PROPER RECYCLE OF LEAVES**

**ITB-EC-11-1101-1000**

**TUESDAY, NOVEMBER 1, 2011, 10:00 AM**

**Bidding Documents**

Notice to Bidders

Table of Contents

Instructions and General Conditions

Exceptions to Specifications

Bid Proposal Form

Stockholders Disclosure

Business Registration of Public Contractors

Non-Collusion Affidavit

Qualification of Bidder

Corporate Acknowledgement

Individual Acknowledgement

Disbarment Affidavit

Workers and Community Right to Know

Americans with Disabilities Act

Hold Harmless Agreement

Sample Contract

Affirmative Action Language (Exhibit A)

Acknowledgement of Receipt of Changes

Bid Document Submission Check List

Detailed Specifications

**PAY PARTICULAR  
ATTENTION TO ITEM  
#1 (PAGE 3) AND  
ITEM #21 (PAGE 4)**

**PAY PARTICULAR  
ATTENTION TO ITEM  
#1 (PAGE 3) AND  
ITEM #21 (PAGE 4)**

**Borough Council**

Mary-Anna Holden, Mayor

Robert H. Conley

Jeannie Tsukamoto

Vincent A. Esposito, Council President

Sebastian J. Cerciello

Donald R. Links

Robert G. Catalanello

Raymond M. Codey, Borough Administrator

David J. Maines, Public Works Superintendent

Joseph Mezzacca Jr., Esq., Borough Attorney

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

**Signature of Official** \_\_\_\_\_

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**NOTICE TO BIDDERS**  
**BOROUGH OF MADISON, MORRIS COUNTY, NEW JERSEY**  
**2011 REMOVAL AND PROPER RECYCLE OF LEAVES**  
**ITB-EC-11-1101-1000**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Borough of Madison, County of Morris, State of New Jersey, in the **Municipal Courtroom, 1<sup>st</sup> Floor, Hartley Dodge Memorial Building, 50 Kings Road, Madison, New Jersey,** on TUESDAY, NOVEMBER 1, 2011 AT 10:00 AM prevailing time, and at that time will be publicly opened and read for the **2011 REMOVAL AND PROPER RECYCLE OF LEAVES.** Bid prices shall remain firm for a period of sixty (60) days.

All bids must be submitted on the Proposal Forms furnished by the Borough. Bids on any other forms will not be accepted. **Bid documents and specifications can be downloaded for no charge online at [www.MorrisCountyBidSystem.com](http://www.MorrisCountyBidSystem.com)** (and to register as a vendor) or picked up at the Borough Clerk's office, 50 Kings Road, Madison, NJ from 8:00 AM to 4:30 PM, Monday – Friday for a non-refundable fee of \$25.00. Payment must be in the form of cash, certified check or money order made payable to the Borough of Madison.

Bids shall be addressed to the Borough Clerk, Borough of Madison, Hartley Dodge Memorial Building, 50 Kings Road, Madison, New Jersey 07940.

Each Proposal must be enclosed in a SEALED ENVELOPE, properly endorsed with the name of the Bidder, with the designation "BOROUGH OF MADISON, SEALED BID, 2011 REMOVAL AND PROPER RECYCLE OF LEAVES, NOVEMBER 1, 2011, 10:00 AM". **Any envelope that is received that is not properly marked causing it to be opened prior to the bid will be invalidated.** Bids may be received before the hour designated in this office, if they are mailed or hand delivered in person. The Borough of Madison will not be responsible for any bid that is sent by mail or other form of carrier which is lost or which arrives after the bid date and time, TUESDAY, NOVEMBER 1, 2011 AT 10:00 AM.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

RAYMOND M. CODEY, Administrator

## **TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
Notice to Bidders	1
Table of Contents	2
Instructions and General Conditions	3
Exceptions to Specifications	6
Bid Proposal Form	7
Stockholders Disclosure	9
Business Registration of Public Contractors	10
Non-Collusion Affidavit	13
Qualification of Bidder	14
Corporate Acknowledgement	15
Individual Acknowledgement	16
Disbarment Affidavit	17
Workers and Community Right to Know	18
Americans with Disabilities Act	19
Hold Harmless Agreement	20
Sample Agreement	21
Affirmative Action Language (Exhibit A)	27
Acknowledgement of Receipt of Changes	29
Bid Document Submission Check List	30
Detailed Specifications	31

## INSTRUCTIONS AND GENERAL CONDITIONS

1. **“Authorized Signature”, “Authorized Representative”, “Affiant”, “Official Signature”, “Signature of Official”, “Company Official” and all other similar terms in this document denote the owner or OFFICIAL of the company who is authorized to enter into this contract on the company’s behalf with the Borough of Madison. If the person executing these documents is NOT an owner or official (President, Vice President), a resolution of the company authorizing said individual to execute these documents and the contract MUST be included with the bid submission.**
2. The terms ‘vendor’, ‘bidder’ and ‘contractor’ are used interchangeably throughout this text, as are ‘bid’ and ‘proposal’.
3. Bids must be submitted in ink or typewritten only. In all cases where the respondent is asked to “type” the information (i.e. “Type Bidder’s Name”), the respondent should type or print legibly in ink the information requested.
4. The Proposal (cover) sheet should be completed and signed by a company official in order to be accepted by the Borough of Madison as a valid bid.
5. All erasures or corrections must be initialed by each signatory to the proposal.
6. A bid cannot be withdrawn after the expiration of the time set for receiving bids, nor can any changes in price or other details be made by letter, telegram or verbal statement.
7. The Borough of Madison awards contracts or rejects all bids within sixty (60) days. Exception to this schedule would be in accordance with N.J.S.A. 40A:11-24, which provides that “bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.” All prospective bidders are advised of this schedule since bids must be firm when bid and must remain so for the sixty (60) days or longer if otherwise agreed to by the Borough of Madison and the bidder.
8. The successful vendor shall not assign, convey, transfer, sublet or otherwise dispose of the contract or any part and/or to any other person, company or corporation without the prior written consent of the Borough of Madison Council.
9. The successful bidder whose bid is accepted will be held responsible for any loss or error arising from his/her failure or misunderstanding of the requirements listed in the specifications.
10. The successful bidder will provide all necessary tools, equipment and power to start and complete the job.
11. After notification of award but prior to execution of a Goods and Services Contract and/or Professional Services Contract, the successful bidder must submit the appropriate Affirmative Action evidence (see Exhibit A following the contract which details the 3 acceptable types of evidence) to the Borough of Madison.
12. Bidders should sign the attached Non-Collusion Affidavit and have it notarized.

13. Bidders MUST complete and include the Statement of Individuals Owning 10% or More of Stock or Interest in the Bidder's Business Entity (Stockholders Disclosure); otherwise the bid will be rejected.
14. The Contractor, by submitting a bid, attests to the fact that neither he nor she, his or her company, nor any subcontractors are prohibited from receiving the award under N.J.S.A. 34A:11-56.38 (regarding State of New Jersey list of debarred contractors and subcontractors).
15. In the case of equal or tie bids, the Borough of Madison reserves the right to award at its discretion to any one of the tie bidders in any procedure it deems in the best interest of the Borough of Madison.
16. The Borough of Madison is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise and Sales Tax and local taxes.
17. Bid prices are to remain firm for a period of not less than sixty (60) days to allow the Borough of Madison to determine the lowest bid that shall most economically serve the intentions of this bid.
18. It is understood and agreed that all prices bid are firm and not subject to any increase during the life of the contract.
19. Successful bidder(s) shall indemnify and save and keep harmless the Borough of Madison against any and all claims for royalties, patent infringements or suits for information thereon which may be involved in the manufacture or use of the items to be furnished.
20. The Borough reserves the right to waive defects and informalities in any and all bids and also reserves the right to select the successful bidder whose proposal does, in the opinion of the Borough, best meet the needs of the Borough of Madison. The Borough may select the base bid and no options or the base bid and some options.
21. **Each proposal must be enclosed in a sealed envelope, properly endorsed with the name of the Bidder, with the designation "BOROUGH OF MADISON, SEALED BID, 2011 REMOVAL AND PROPER RECYCLE OF LEAVES, NOVEMBER 1, 2011, 10:00 AM" If a bidder utilizes delivery service, the outside envelope must state, "SEALED BID, 2011 REMOVAL AND PROPER RECYCLE OF LEAVES" in addition to the inner sealed envelope containing the above-required information. Any envelope that is received that is not properly marked causing it to be opened prior to the bid opening will be invalidated.**
22. All equipment purchased by the Borough of Madison shall be non-proprietary.
23. Only manufactured and farm products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.
24. The Contractor shall comply with all New Jersey State and Federal Laws as they pertain to the performance under the contract.
25. Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Borough of Madison's Purchasing Agent's decision shall be final and conclusive.
26. Where the Borough states a manufacturer's name, it is to be read as "or approved equal" and it is

provided to advise bidders of the standard of the quality and an approved make of equipment. Any bidder bidding alternative equipment shall ensure the unit proposed as an approved equal, at minimum, meets the performance requirements and contains not less than specified requirements.

27. Bidders shall not change or modify any of the Borough of Madison's requirements listed in this specification.
28. Any prospective bidder who wishes to challenge a bid specification may file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a specification.
29. The provision or performance of goods or services under this specification and by the successful vendor shall 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.
30. Bids may be forwarded through the mail. However, the Borough of Madison will not assume responsibility for those bids. It is the bidder's responsibility for those bids. It is the bidder's responsibility to see that the bids are presented at the specific room and place designated and on or before the hour appointed. The Borough shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The Borough shall not be responsible for bidders hand delivering bids that arrive late or to the wrong location.
31. If the bidder bids the price in numbers different from the price in words, the Borough of Madison will consider the price in words as the bidder's price.
32. The Borough of Madison reserves the right to reject any or all bids according to the law (N.J.S.A. 40A:11-1).
33. No official, employee or agent of the Borough of Madison is permitted to accept gift(s) from vendors or others conducting business with the Borough of Madison.
34. All materials or services furnished on a Purchase Order are specific and subject to Borough inspection and approval within a reasonable time after delivery at the Madison destination indicated on the Purchase Order. Materials or services other than those specified in this Purchase Order and its attachments shall not be substituted without prior, written authority from the Borough of Madison Administrator or Purchasing/Personnel Officer. Material rejected will be returned at the vendor's risk and expense.
35. The Borough of Madison Department Head who receives the item(s) or service(s) is required to sign the Purchase Order/Voucher, certifying all items were received in full as listed on the Purchase Order.
36. The Borough of Madison does not pay any late fees or interest charges.

**How the Alternative Equipment or Exceptions to the Specifications Meet the Borough of Madison's Criteria as Set Forth in the Specifications**

Please list any alternative equipment and any exceptions to the specifications for **2011 REMOVAL AND PROPER RECYCLE OF LEAVES**



THE BOROUGH OF MADISON  
BID PROPOSAL FORM FOR  
2011 REMOVAL AND PROPER RECYCLE OF LEAVES  
NOVEMBER 1, 2011, 10:00 AM

The Honorable Mayor and Borough Council:

THE UNDERSIGNED, as bidder, declares that the only person or parties interested in this proposal as principals are as named below, that this proposal is in all respects fair and without collusion or fraud; that he/she has carefully examined the General Conditions, the Specifications, the Contract, the Instructions to Bidders; and that he/she proposes and agrees that, if this proposal is accepted, he/she will enter into a Contract with the Borough of Madison to furnish, deliver, and supply/install all equipment and/or materials, to do and perform all the work and labor required to be furnished and delivered specified in the Bid Specifications and Contract in the manner and time specified, and according to the requirements of the Borough as therein set forth, and that he/she will take as full compensation for furnishing and delivering all materials, equipment and labor called for under these specifications complete in every detail for 2011 REMOVAL AND PROPER RECYCLE OF LEAVES, the lump sum price of:

Option A – Two Pickup Dates (lump sum price for both pickup dates)

\$ \_\_\_\_\_, \_\_\_\_\_ DOLLARS  
(Bid Price in Writing)

Option B – One Pickup Date

\$ \_\_\_\_\_, \_\_\_\_\_ DOLLARS  
(Bid Price in Writing)

It is understood that these bid prices are final and cannot be changed regardless of the actual total quantity of leaves removed.

EXCEPTIONS TO SPECIFICATIONS INCLUDED? ☐ YES / ☐ NO.

If Yes, include detailed explanation as required on Page(s) 6.

ARE SUB CONTRACTORS TO BE USED IN PROJECT? ☐ YES / ☐ NO.

The undersigned hereby acknowledges that the following information and/or documents are contained within the bid submittal:

- Statement of Individual(s) Owning 10% or More of Stock or Interest in the Bidder's Business Entity (Stockholders Disclosure)

The bidder is [ ] an individual; [ ] any form of a Corporation; [ ] any form of a Partnership (check one).

If a Corporation or Partnership, give exact name of firm, also full name of Officer or Partner authorized to sign for it.

\_\_\_\_\_  
Type or Print Legibly Bidder's Name

By \_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Type or Print Legibly Name of Authorized Signature

Bidder's Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number (       ) \_\_\_\_\_ Fax Number (       ) \_\_\_\_\_

Dated at: \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

## STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK OR INTEREST IN THE BIDDER'S BUSINESS ENTITY

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability company, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability company, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted to the Borough of Madison, a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability company, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be submitted with the bid whether or not a stockholder or partner owns less than 10% of the business submitting the bid.

Date: \_\_\_\_\_

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

Check which business entity the bidder is:

Corporation \_\_\_\_\_

Complete if the bidder is one of the 2 types of Corporations:

Subchapter S Corporation \_\_\_\_\_

Date Incorporated: \_\_\_\_\_

Partnership \_\_\_\_\_

Where Incorporated: \_\_\_\_\_

Limited Partnership \_\_\_\_\_

**NOTE: If no stockholder or partner owns 10% or more of the business submitting the bid, please sign and date this form.**

Limited Liability Company \_\_\_\_\_

Limited Liability Partnership \_\_\_\_\_

Sole Proprietorship \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
SIGNATURE                      DATE

**BUSINESS ADDRESS:**

\_\_\_\_\_  
STREET ADDRESS                      CITY                      STATE                      ZIP

\_\_\_\_\_  
TELEPHONE #                      FAX #

Listed below are the names and **complete** home addresses of all stockholders or individuals who own ten (10) percent or more of its stock of any classes, or who own ten (10) percent or greater interest therein.

\_\_\_\_\_  
NAME                      ADDRESS                      CITY, STATE ZIP

\_\_\_\_\_  
NAME                      ADDRESS                      CITY, STATE ZIP

\_\_\_\_\_  
NAME                      ADDRESS                      CITY, STATE ZIP

\_\_\_\_\_  
NAME                      ADDRESS                      CITY, STATE ZIP

## **BUSINESS REGISTRATION OF PUBLIC CONTRACTORS**

### **(NEW REQUIREMENT; NO CONTRACT MAY BE AWARDED OR AUTHORIZED WITHOUT SUBMISSION OF A VALID BUSINESS REGISTRATION CERTIFICATE)**

#### **New Jersey Business Registration Requirements**

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

All named contractors and subcontractors in a proposal performing work for a local contracting agency must be registered with the State of New Jersey, Department of Treasury, Division of Revenue and must provide proof of all registrations prior to the time a contract or purchase order is authorized or awarded by the Borough of Madison. Failure to submit proof of registration(s) for all named contractors and subcontractors with the bid package may delay the award of a contract until the required proof of registrations are received by the Borough of Madison.

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Any contractor wishing to register should do the following:

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

- Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). Click the "online" link and then select "Register for Tax and Employer Purposes."
- Download the paper form and instructions at [www.nj.gov/treasury/revenue/revprnt.htm](http://www.nj.gov/treasury/revenue/revprnt.htm).
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

**Registering as an individual:** There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) can be downloaded from the web at [www.nj.gov/treasury/revenue/pdforms/rega.pdf](http://www.nj.gov/treasury/revenue/pdforms/rega.pdf). To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

**Questions about the registration process?** Call 609-292-1730.

**How do I receive the proof of registration certificate?**

- New registrants. When completing Form NJ-REG, make sure you answer "Yes" to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- Previously Registered Businesses. Call 609-292-1730 and select option 3. The Division of Revenue's service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division's Client Registration Bureau in person and request a certificate. The address is 847 Roebling Avenue, Trenton, NJ 08611. Service desk hours are 8:30 AM to 4:00 PM, weekdays, excluding holidays.

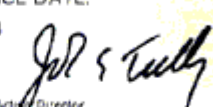
A Company official's signature is required below to acknowledge that this requirement is read, understood and complied with:


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

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

PRINT NAME & TITLE: \_\_\_\_\_

**SAMPLES OF THE ONLY TWO ACCEPTABLE BUSINESS  
REGISTRATION CERTIFICATES FOLLOW.**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>	 John S. Tully Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

 <b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>	
<b>Taxpayer Name:</b>	<b>TAX REG TEST ACCOUNT</b>
<b>Trade Name:</b>	
<b>Address:</b>	<b>847 ROEBLING AVE TRENTON, NJ 08611</b>
<b>Certificate Number:</b>	<b>1093907</b>
<b>Date of Issuance:</b>	<b>October 14, 2004</b>
<b>For Office Use Only:</b>	
<b>20041014112823533</b>	

# NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY )  
 ) ss:  
COUNTY OF )

I, \_\_\_\_\_, of the City of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_, the bidder making the Proposal for **2011 REMOVAL AND PROPER RECYCLE OF LEAVES**, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Madison and the State of NJ rely upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said service.

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

Affiant Signature

Type or Print Legibly Affiant Name and Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public of

My Commission expires:

## QUALIFICATION OF BIDDER

1. How many years has your organization been in business as a Contractor under your present name?  
\_\_\_\_\_
2. Have you ever failed to complete any work awarded to you?  
\_\_\_\_\_
3. Have lawsuits of any kind been filed with respect to any of your Contracts? Give full details.  
\_\_\_\_\_
4. Has any officer or partner of your organization ever failed to complete a contract handled in his own name?  
\_\_\_\_\_  
\_\_\_\_\_
5. List all contracts which you are now performing or for which you have signed contracts but not started work. (Give names and amounts of Contracts and Owners.)  
\_\_\_\_\_  
\_\_\_\_\_
6. Indicate method of financing this work if awarded:  
\_\_\_\_\_  
\_\_\_\_\_
7. Please list 3 references (**name, company, complete address, phone #**) familiar with your work. (Attach additional sheets as necessary):  
Ref #1: \_\_\_\_\_  
Ref #2: \_\_\_\_\_  
Ref #3: \_\_\_\_\_
8. Additional remarks to be made here:  
\_\_\_\_\_

I hereby certify that the above information is correct as of this date.

Signed \_\_\_\_\_

Position or Title \_\_\_\_\_

Name of Firm \_\_\_\_\_

Date \_\_\_\_\_



CORPORATE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who affirmed that he/she resides in \_\_\_\_\_, that he/she is the President of \_\_\_\_\_, the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Type or Print Legibly Affiant Name and Title

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of

My Commission expires:

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who affirmed that he/she resides in \_\_\_\_\_, that he/she is the partner or owner/President of \_\_\_\_\_, the Company described in, and which executed, the foregoing instrument; and thereupon he/she acknowledged that he/she signed, sealed, and delivered the same as his/her act and deed for the purposes therein expressed.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Type or Print Legibly Affiant Name and Title

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of

My Commission expires:

THE BOROUGH OF MADISON  
BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT  
DEBARRED, SUSPENDED AND DISQUALIFIED  
BY THE STATE OF NEW JERSEY

I, \_\_\_\_\_, of the City of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, an officer of the firm of Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of NJ, State Treasurer's List of Debarred, Suspended and Disqualified Bidders and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the Borough of Madison relies upon the truth of the statements contained in said Proposal and in the statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Borough of Madison shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of NJ and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

Name of Contractor (Type or Print Legibly) \_\_\_\_\_

Signature/Title \_\_\_\_\_

\_\_\_\_\_  
Type or Print Legibly Name of Affiant

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of

My Commission expires:

WORKERS AND COMMUNITY RIGHT TO KNOW ACT (N.J.S.A. 34:5A-1 et seq.)

Per N.J.S.A. 34:5A-1 et seq. (Workers and Community Right to Know Act) the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9) which includes 2051 substances that pose a threat to the health and safety of employees. Therefore, under the provisions of N.J.A.C. 8:59-7, each bidder must furnish the Borough of Madison a "Material Safety Data Sheet" for each product they supply which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). These Material Safety Data Sheets must be submitted to the Borough of Madison upon receipt of bids. The Borough of Madison reserves the right to request that a copy of the applicable Material Safety Data Sheet be forwarded with the delivery of a product to the appropriate department. Furthermore, under the provisions of N.J.A.C. 8:59-5, each product shall have a label affixed or stenciled onto any container that contains such substances and is going to be supplied to the Borough of Madison.

**AMERICANS WITH DISABILITIES ACT**  
**Equal Opportunity for Individuals with Disability**

The Contractor and the Borough of Madison do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Borough of Madison pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Borough of Madison in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Borough of Madison, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding incurred in connection therewith. In any and all complaints brought pursuant to the Borough of Madison grievance procedure, the Contractor agrees to abide by any decision of the Borough of Madison which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough of Madison or if the Borough of Madison incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

## **HOLD HARMLESS AGREEMENT**

Between:      The Borough of Madison, Hartley Dodge Memorial Building, 50 Kings Road, Madison,  
New Jersey 07940

**AND**           Contractor/Bidder: \_\_\_\_\_

Address (not a Post Office Box): \_\_\_\_\_

Telephone & FAX No.: \_\_\_\_\_

It is understood and agreed the Contractor is:

1.      An independent Contractor and not an employee of the Borough of Madison.
2.      The Contractor agrees to indemnify and hold harmless the Borough, the Borough Council of the Borough of Madison and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including attorney's fees to which the Borough may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the party of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
- 3 .     The Contractor shall hold the Borough of Madison harmless for damages to the Contractor's equipment utilized during the term of this contract.
4.      The Contractor agrees to provide a Certificate of Insurance with the minimum amounts of insurance to be carried by the Contractor as follows:
  - General Liability, including Products/Completed Operations  
Limit - \$1,000,000 CSL per occurrence and \$2,000,000 aggregate per job  
**Borough of Madison to be named as additional insured.**
  - Auto Liability  
Limit - \$1,000,000 CSL  
Coverage to include "All owned, Non-Owned and Hired Automobiles"
  - Workers' Compensation Insurance - statutory limits Coverage A and \$500,000 Coverage B

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

As the binding act in deed of \_\_\_\_\_  
Name of Corporation

Authorized signature & title \_\_\_\_\_

Print Legibly or Type Authorized signature & title \_\_\_\_\_

Witness \_\_\_\_\_

## **SAMPLE AGREEMENT (to be completed upon award of contract)**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 2011 by and between

**BOROUGH OF MADISON**

a municipal corporation

50 Kings Road

Madison, New Jersey 07940

and

**(NAME OF CONTRACTOR) (to be completed upon award)**

Address

City, State Zip

### **W I T N E S S E T H:**

**WHEREAS**, the **BOROUGH OF MADISON ("BOROUGH")**, collects directly and through others all source separated leaves within its boundaries and desires to pay a **CONTRACTOR** to receive, compost, recycle and dispose of the leaves: and

**WHEREAS**, **(Name of Contractor), ("CONTRACTOR")**, which owns and operates Organic Waste Composting Facilities approved by state regulatory agencies or has an agreement with a third party to perform the proper recycling of leaves, desires to accept leaves from the **BOROUGH OF MADISON**; and

**WHEREAS**, N.J.S.A. 19:44A-20.5 requires the use of a Fair and Open or Non-Fair and Open Process to award this contract; and,

**WHEREAS**, the Borough of Madison has chosen to award this contract via a Fair and Open Process; and,

**WHEREAS**, it has been determined by the **BOROUGH OF MADISON** that a contract should be awarded to **(Name of Contractor)**, whose address is **(Contractor Complete Address)**, for the removal and proper recycling of leaves for a total cost to the **BOROUGH OF MADISON** of **AWARD AMOUNT** **WRITTEN IN WORDS** (\$ \_\_\_\_\_);

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein, the parties agree as follows:

1. **AGREEMENT:** CONTRACTOR agrees to remove from the BOROUGH all leaves, and the BOROUGH agrees to pay CONTRACTOR for the removal of same upon the following terms and conditions.

2. **BOROUGH'S RESPONSIBILITY:** The BOROUGH will collect all leaves for delivery to the BOROUGH site.

3. **CONTRACTOR'S RESPONSIBILITY:** The CONTRACTOR shall provide the required transport vehicles and shall load all leaves from the BOROUGH for disposal at CONTRACTOR'S compost facility (or contracted compost facility) within one week's notice from the BOROUGH. Based upon past years' experience, it is estimated that there will be approximately 10,000 cubic yards of leaves. CONTRACTOR shall be responsible for picking up everything in the yard for the agreed-upon contract price, regardless of actual cubic yardage. CONTRACTOR shall remove all leaves by January 31, 2012. The specific dates are to be worked out with the Public Works Superintendent.

4. **TERM:** The term of this Agreement is from December 1, 2011 through January 31, 2012.

5. **COMPENSATION:** The CONTRACTOR shall be paid the sum of **AWARD AMOUNT WRITTEN IN WORDS (\$\_\_\_\_\_)** for the removal of all leaves during the term of this contract. Payment shall be made at the conclusion of this agreement, provided all leaves are removed by January 31, 2012.

6. **PAYMENT:** The BOROUGH will pay the CONTRACTOR the sum of **AWARD AMOUNT WRITTEN IN WORDS (\$\_\_\_\_\_)** in one payment.

7. **INDEMNIFICATION:** CONTRACTOR shall indemnify, hold and keep harmless the BOROUGH, its agents, officials and employees against all injuries, deaths, loss, damages, claims, suits, patent and/or trademark claims and/or suits, liabilities, judgements, costs and expenses which may in any way accrue against the BOROUGH as a result of the marketing, sale, distribution, disposal and/or compost and any compost blend product(s), arising from compost materials removed from the BOROUGH, or which may in any way result from the granting of this Agreement, whether or not it is alleged or determined that the act was caused through the negligence or omission of the BOROUGH, or its employees. CONTRACTOR will at its own expense appear, defend and pay all attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith on behalf of BOROUGH. The provisions of this section shall survive the expiration and/or termination of this Agreement.

8. **RECYCLING CREDITS:** CONTRACTOR will provide the BOROUGH with the necessary documents to allow the BOROUGH to receive its recycling credits/revenue for the removal of grass clippings, yard waste and leaves in accordance with the terms and conditions contained herein. Such credits/revenue shall inure exclusively for the benefit of the BOROUGH and CONTRACTOR shall advise the BOROUGH of same.

9. **FORCE MAJEURE:** In the event that either of the parties are prevented or delayed in performing any obligations herein by reason of acts of God, war, acts or requirements of public and/or governmental authorities, including the prohibition of the use of compost, fire, flood, earthquake, epidemic, strike, or such other causes which are deemed to be unforeseeable and beyond its or their control, which affects the performance of any terms of this Agreement, such party will not be liable for such unforeseeable damages.



## 10. LAWS, REGULATIONS AND PERMITS:

A. CONTRACTOR will perform all of its obligations in accordance with any and all requirements of the constituted public authorities and with all federal, state, or local laws and ordinances, and the applicable bureaus, offices, commissions and other agencies, now and hereafter in existence.

B. CONTRACTOR will acquire, at its expense, all licenses, registration, permits and authorizations required for the composting, marketing, sale and distribution of compost and any blend product(s).

## 11. NOTICES:

A. All notices to be given hereunder will be directed to the following addresses or to such other addresses as are specified in writing from time to time:

TO: **(NAME OF CONTRACTOR) (to be completed upon award)**  
Address  
City, State Zip

TO: BOROUGH OF MADISON  
50 Kings Road  
Madison, New Jersey 07940

B. The notice specified in paragraph 3 may be given orally or via telephone.

**12. REPRESENTATIONS BY CONTRACTOR:** CONTRACTOR represents that a mechanical failure of any of its equipment shall be no excuse for failure to comply with the terms of this Agreement. CONTRACTOR agrees to release and hold harmless the BOROUGH from any damage which may occur to any equipment and/or machinery owned or operated by CONTRACTOR arising from any person during the time which such equipment and/or machinery is in the possession, control and/or custody of the BOROUGH. CONTRACTOR places all such machinery and/or equipment on BOROUGH property at its sole risk.

**13. INSURANCE:** CONTRACTOR shall provide the BOROUGH with a certificate of insurance prior to the entry of transport vehicles on BOROUGH property. The CONTRACTOR shall maintain during the life of the Contract insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the BOROUGH. The CONTRACTOR shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the BOROUGH prior to commencement of work.

A. Policy and Limit Guidelines as follows:

- 1) Workers' Compensation Insurance in accordance with Laws of the State of New Jersey and other states where work is being performed. The CONTRACTOR shall also have and maintain Employers' Liability Insurance as well as USL&H and Jones Act coverage where applicable.
- 2) Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability **shall not be less than** the following:

General Liability, including Products/Completed Operations  
Limit - \$1,000,000 CSL

**Borough of Madison to be named as additional insured.**

The coverage shall include:

- a) Premises/Operations
  - b) Independent Contractors
  - c) Contractual Liability covering liability assumed under the indemnification provision constrained in this Agreement and deleting any third-party beneficiary exclusion.
  - d) Broad form property damage liability including completed operations.
  - e) Personal injury coverage, including coverage for liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry.
  - f) Products and completed operations for a period of two (2) years from substantial completion.
- 3) Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned, hired and leased automobiles. Coverage should include uninsured and underinsured motorist at limits no less than the minimum statutory limits.

Auto Liability

Limit - \$1,000,000 CSL

B. Additional Requirements as follows:

- 1) Certified copies of all insurance policies provided above or certificates thereof satisfactory to the BOROUGH shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change, cancellation or non-renewal unless thirty (30) days prior written notice via certified mail/return receipt shall have been given to the BOROUGH by the CONTRACTOR'S Insurer. These must be received thirty (30) days prior to commencement of work.
- 2) The CONTRACTOR agrees that it will defend, indemnify and save harmless the BOROUGH, its officers, agents and employees from any and all liability, suits, actions and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.
- 3) All insurance purchased and maintained by the CONTRACTOR shall designate the BOROUGH, its officers, officials, agents, employees, consultants as additional insureds.
- 4) Except as modified by the BOROUGH in writing, the insurance requirements herein shall also apply to Subcontractors and to the Sub-Subcontractors and the CONTRACTOR will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work.
- 5) All insurance coverage evidenced by the CONTRACTOR in accordance with this Contract shall be from A.M. Best's rated A-X or better Insurance Company licensed to do business in the State of New Jersey.

- 6) All proof of insurance submitted to the BOROUGH shall clearly set forth all exclusions and deductible clauses. The BOROUGH will allow certain deductible clauses which are not considered excessive, overly broad, or harmful to the interest of the BOROUGH. Standard exclusions will be allowed of any additional exclusions. This will be at the discretion of the BOROUGH. Regardless of the allowance of exclusions or deductions by the BOROUGH, the CONTRACTOR shall be responsible for the deductible limit of this policy and all exclusions consistent with the risks he/she assumes under this Contract and as imposed by law.

In the event that the CONTRACTOR provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the CONTRACTOR is required by the terms of this Contract to maintain insurance, said certificates are acceptable, but the CONTRACTOR shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the BOROUGH is continuously in possession of evidence of the CONTRACTOR'S insurance in accordance with the foregoing provision.

In the event the CONTRACTOR fails or refuses to review its insurance policy, or the policy is cancelled, terminated or modified so that the insurance does not meet the requirements of this subsection, the BOROUGH may refuse to make payment of any further moneys due under this Contract or refuse to make payment of moneys due or coming due under other contracts between the CONTRACTOR'S insurance for the periods and amounts referred to above. During any period when the required insurance is not in effect, the BOROUGH may suspend performance of the Contract. If the contract is so suspended, additional compensation or extension of contract time is not due on account thereof.

**14. RELATIONSHIP OF PARTIES:** The parties intend that the CONTRACTOR, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. CONTRACTOR shall be free to contract for similar services to be performed for other employers while CONTRACTOR is under contract with the BOROUGH. CONTRACTOR is not to be considered an agent, employer or employee of the BOROUGH.

**15. AFFIRMATIVE ACTION REQUIREMENTS – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (P.L. 1975, C. 127)** - See attached “Exhibit A” which is incorporated as part of this contract.

IN WITNESS WHEREOF the said party of the first part has caused this instrument to be signed by its Mayor, attested by its Borough Clerk and its official seal to be hereto affixed, and the said party of the second part has caused these presents to be signed if a corporation, by its President and Secretary, or if a limited liability company, signed by a Managing Member, on the day and year first above written.

THE BOROUGH OF MADISON

Attest:

\_\_\_\_\_  
Elizabeth Osborne, Borough Clerk  
  
(SEAL)

\_\_\_\_\_  
Mary-Anna Holden, Mayor

CONTRACTOR

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President or Managing Member

\_\_\_\_\_  
TYPED NAME OF SECRETARY

\_\_\_\_\_  
TYPED NAME OF PRESIDENT OR MANAGING  
MEMBER

(SEAL)

See attached "Exhibit A" which is incorporated as part of this contract.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with 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, and 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 the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

(REVISED 4/10)

**THE BOROUGH OF MADISON**

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS**

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revision, 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 this notice, revision or addendum. Note that the local unit'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.

<b>Local Unit Reference Number or Title of Addendum/Revision</b>	<b>How Received (mail, fax, pick up, etc.)</b>	<b>Date Received</b>

**Acknowledgement by Bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Print Legibly or Type Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BOROUGH OF MADISON**  
**BID DOCUMENT SUBMISSION CHECK LIST**

**2011 REMOVAL AND PROPER RECYCLE OF LEAVES**  
**NOVEMBER 1, 2011, 10:00 AM**

Did you remember to:

- ♦ Complete the Bid cover page with the name of the bidder (company) and signature of a Company official?
- ♦ Include detailed explanations on page 6 (attach additional pages as needed) of all exceptions to specifications?
- ♦ Complete all sections of the Bid Proposal Form, including writing your bid price(s) both in numbers and in words?
- ♦ Include the completed form Statement of Individual(s) Owning 10% or More of Stock or Interest in the Bidder's Business Entity (Stockholders Disclosure)?
- ♦ Include a copy of the State of New Jersey Business Registration Certificate for the Contractor (and any LISTED subcontractors, if applicable)?
- ♦ Submit a completed and notarized Non-Collusion Affidavit?
- ♦ Submit a completed Qualification of Bidder Form (along with three references)?
- ♦ Submit the **appropriate** completed Acknowledgement (Corporate or Individual) depending upon the type of company?
- ♦ Submit a completed Disbarred, Suspended or Disqualified Bidder's Affidavit?
- ♦ Submit a completed Hold Harmless Agreement?
- ♦ Complete, sign, date and submit the Acknowledgement of Receipt of Addenda regardless of any Addenda; if there are no addenda, write NONE in the box and complete, sign, date and submit?

\*\*\* Once completed, remember to enclose all bid documents in a **sealed envelope** properly endorsed with the name of the Bidder, with the designation "**BOROUGH OF MADISON, SEALED BID, 2011 REMOVAL AND PROPER RECYCLE OF LEAVES, NOVEMBER 1, 2011, 10:00 AM**".



# **DETAILED** **SPECIFICATIONS**

## **DETAILED SPECIFICATIONS FOR 2011 REMOVAL AND PROPER RECYCLE OF LEAVES**

**ANY AND ALL QUESTIONS REGARDING THIS BID MUST BE IN *WRITING* TO LIZ CRESCIBENE, PURCHASING/PERSONNEL OFFICER, AND MUST BE RECEIVED BY 4:30 PM PREVAILING TIME ON FRIDAY, OCTOBER 14, 2011 USING AT LEAST ONE OF THE METHODS BELOW.**

**ANY AND ALL QUESTIONS RECEIVED BY 4:30 PM PREVAILING TIME ON FRIDAY, OCTOBER 14, 2011 WILL BE COMPILED AND APPROPRIATE ANSWERS WILL BE PROVIDED VIA AN ADDENDUM, *IF NECESSARY*. NO ANSWERS WILL BE PROVIDED PRIOR TO THAT TIME OR BY ANY OTHER MEANS.**

**FAX: 973-593-0125, ATTN: LIZ CRESCIBENE, PURCHASING/PERSONNEL OFFICER**

**US MAIL/DELIVERY SERVICE: BOROUGH OF MADISON, 50 KINGS ROAD,  
MADISON, NJ 07940**

**EMAIL: CRESCIBENEE@ROSENET.ORG WITH A COPY TO  
PPOMADISON@YAHOO.COM**

### **A. Introduction**

The purpose of this request is to solicit bids from vendors to perform the removal and proper recycling of all leaves collected from Borough of Madison streets during the fall of 2011.

### **B. Specifications**

**The successful vendor must possess and/or provide through a third party the following certification: Recycle Center General Approval Class-C or equivalent license or certification from another jurisdiction and must provide proof of such certification before award of contract.**

All leaves collected from Madison streets will be stored at the Borough Yard, located at the end of John Avenue, Madison, NJ. The leaves are collected either loose or bagged in biodegradable paper bags.

The leaves must be removed during regular Borough of Madison Public Works Department business hours between December 1, 2011 and January 31, 2012.

It is estimated that approximately 10,000 cubic yards (cu. yd.) will be collected and stored.

All leaves stored at this location **MUST** be removed under this contract. All leaves in the yard (regardless of final quantity) will be picked up and removed by the vendor for the amount of the bid price. Adjustments will not be made or accepted.

**Please Note: We are requesting prices for two options. Vendor must provide prices for both options.**

### Option A – Two Pickup Dates

All leaves in the yard as of December 1, 2011 SHALL be removed by December 9, 2011. All remaining leaves in the yard MUST be removed by January 31, 2012. The specific dates are to be worked out with the Public Works Superintendent. The contractor is responsible for loading the trucks at the Borough Yard. Vendor will provide one lump sum price for both dates on the Bid Proposal page.

### Option B – One Pickup Date

All leaves in the yard must be removed by January 31, 2012. The specific date is to be worked out with the Public Works Superintendent. The contractor is responsible for loading the trucks at the Borough Yard.

Note: the Borough reserves the right to inspect trucks before entering and leaving the Madison yard to verify quantity of leaves collected. Any discrepancies between quantity observed and quantity recorded as being collected will be adjusted accordingly.

### C. Basis of Award

Bids will be evaluated by the Borough of Madison Public Works Superintendent and Purchasing/Personnel Officer on the basis of the lowest responsible, responsive vendor.

### D. Additional Information

Previous years' leaf amounts and amounts paid:

2010	14,500 cu. yds. actually collected	\$63,000
2009	15,600 cu. yds. actually collected	\$88,750
2008	16,800 cu. yds. actually collected	\$98,000
2007	11,800 cu. yds. actually collected	\$90,000
2006	11,200 cu. yds. actually collected	\$72,840
2005	11,400 cu. yds. actually collected	\$56,400
2004	11,800 cu. yds. actually collected	\$32,800

END OF SPECIFICATIONS