



BARNEGAT TOWNSHIP SCHOOL DISTRICT
 550 BARNEGAT BOULEVARD NORTH
 BARNEGAT, NEW JERSEY 08005
 (609) 698-5800 FAX (609) 660-5974

Karen M. Wood
Superintendent

Lourdes LaGuardia
Business Administrator/Board Secretary

BARNEGAT TOWNSHIP
School District

550 Barneгат Boulevard North
 Barneгат, New Jersey 08005

BID FROM (Bidder's Name) : _____
 (Address) : _____

 Federal I.D.# or S.S.#: _____
 Bidder's Telephone : _____
 Bidder's Facsimile (Fax) : _____
 Bidder's E-mail Address : _____
 (if applicable)

BID FORM

PROJECT TITLE: Refuse Removal for Barneгат Township School District – July 1, 2018 – June 30, 2019

BID TO (Owner): Barneгат Township School District
 550 Barneгат Boulevard North
 Barneгат, NJ 08005

Due Date: **May 30, 2018 10:00 AM**

Scope of Work: **The Barneгат School District is seeking a refuse removal bid and alternate bid for refuse and recyclable removal as follows:**

REFUSE REMOVAL SPECIFICATIONS

The Barneгат Township Board of Education is seeking sealed bids for the removal of trash/recycling from the following locations:

- | | |
|--|------------------------------|
| * Barneгат High School | 180 Bengal Boulevard |
| * Grounds Shop | 180 Bengal Boulevard |
| * Russell O. Brackman Middle School | 600 Barneгат Boulevard North |
| * Cecil S. Collins Elementary School | 570 Barneгат Boulevard North |
| * Lillian M. Dunfee Elementary School | 128 Barneгат Boulevard South |
| * Elizabeth V. Edwards Elementary School | 382 North Main Street |
| * Robert L. Horbelt Elementary School | 104 Burr Street |
| * Joseph T. Donahue Elementary School | 200 Bengal Boulevard |
| * Warehouse | 14 Water Street |

The number of refuse dumpsters required is dependent on the type and pick up schedule. For the purpose of this specification, we will use the following dumpster configuration and pick up schedule.

<u>Location</u>	<u>Dumpster Type</u>	<u>Pick Up Schedule*</u>
Barnegat High	(2) 8 Cubic Yard	Three (3) Times Weekly (M, W, F)
Grounds Shop	(1) 8 Cubic Yard	Three (3) Times Weekly (M, W, F)
Brackman	(2) 8 Cubic Yard	Three (3) Times Weekly (M, W, F)
Collins	(1) 8 Cubic Yard	Three (3) Times Weekly (M, W, F)
Dunfee	(1) 8 Cubic Yard	Three (3) Times Weekly (M, W, F)
Edwards	(1) 6 Cubic Yard	Three (3) Times Weekly (M, W, F)
Horbelt	(1) 8 Cubic Yard	Three (3) Times Weekly (M, W, F)
Donahue	(1) 8 Cubic Yard	Three (3) Times Weekly (M, W, F)
Warehouse	(1) 6 Cubic Yard	Three (3) Times Weekly (M, W, F)

*Reduce by one (1) pick-up during the fall (November); Christmas (December) and spring (April) recess weeks and add one (1) pick-up at the end of school year in June. All dumpsters will be picked up three (3) times per week for the length of this contract.

The number of recycling dumpsters required is dependent on the type and pick up schedule. For the purpose of this specification, we will use the following dumpster configuration and pick up schedule.

<u>Location</u>	<u>Dumpster Type</u>	<u>Pick Up Schedule</u>
Barnegat High	(1) 8 Cubic Yard	Two (2) Times Weekly (T, Th)
Brackman	(1) 8 Cubic Yard	Two (2) Times Weekly (T, Th)
Collins	(1) 8 Cubic Yard	Two (2) Times Weekly (T, Th)
Dunfee	(1) 8 Cubic Yard	Two (2) Times Weekly (T, Th)
Horbelt	(1) 8 Cubic Yard	Two (2) Times Weekly (T, Th)
Donahue	(1) 8 Cubic Yard	Two (2) Times Weekly (T, Th)
Warehouse	(1) 6 Cubic Yard	Two (2) Times Weekly (T, Th)

TERM OF CONTRACT AND BID EVALUATION

- A. The term of this contract will be from July 1, 2018 through June 30, 2019.
- B. The contract will be awarded to the lowest responsible bidder having the lowest cost as specified.

AREA MAINTENANCE

- A. All areas used for the storage of trash containers are to be left in a clean and orderly condition after each collection.
- B. If the areas are left in an unclean condition after pick up, an amount equal to the cost of cleaning the site will be deducted from the next payment due.
- C. All refuse and recycling containers shall be maintained in a condition suitable to the customer. All costs for maintaining the dumpsters shall be the responsibility of the contractor

DAMAGE REIMBURSEMENT

- A. The cost of repairing or replacing any School property damaged by contractor's vehicles, equipment or employees will be deducted from the next payment due. The contractor shall be given the opportunity to make said repairs to the satisfaction of the owner within 72 hours of notification from the owner.

REGULATORY REQUIREMENTS

- A. Contractor must comply with all requirements of Federal, State and Local Regulatory Agencies.

B. Contractor shall remove all trash and waste from the Barnegat Township Board of Education properties and deliver for disposal at a solid waste facility so designated in the Waste Flow Rules and Regulations, N.J.A.C. 7:26-6.1- 6,7, the approved Ocean County Ordinances and the Waste Disposal Specifications for the Barnegat Township Board of Education.

C. Contractor must maintain all containers in a satisfactory condition conforming to all health and safety standards required by the New Jersey, Ocean County and Barnegat Township Departments of Health.

D. Bids for TRASH and WASTE REMOVAL SERVICES will only be considered from vendors not on the disbarred list published by the State of New Jersey or any agency of the US Government.

E. Contractor is responsible for obtaining any permits that may be required to perform this service and give copies to the Barnegat Township Board of Education prior to the start of this contract.

F. If contractor is required to be licensed to perform this service they must include a copy of their license with the bid. They must also supply evidence that the license remains current and in effect for the duration of this contract.

G. Ability to provide Liability insurance in an amount no less than \$1,000,000 naming the Barnegat Township Board of Education as additional insured.

All refuse pick-ups must be completed prior to the start of the school day or after the end of the school day. The school day is defined as before 6:00 a.m. so as not to interfere with school activities as well as the safety of the students.

The district reserves the right to request (1) one additional dumpster to be added to the site of their choice at no additional cost if needed.

All dumpsters are to have working covers and casters.

All Dumpsters will be sanitized and disinfected at least twice annually.

The term of this contract will be July 1, 2018 through June 30, 2019. At the option of the Barnegat Township Board of Education this contract may be renewed for a second year.

PLEASE CONTACT NEIL PIRO AT 609-698-5824 EXT. 2 WITH ALL QUESTIONS.

All bids are to reflect a total cost for trash removal including, but not limited to, state surcharges, fuel charges, landfill fees and any other charges which are applicable to the collection of trash.

The bidder (identified above) hereby certifies that he has examined and fully understands the requirements and intent of the BIDDING AND CONTRACT DOCUMENTS.

_____ (words)
_____ (figures)

Show amount of BASE BID in both words and figures; in case of discrepancy between words and figures shown, the amount shown in words will govern.

The Bidder shall also provide in figures a unit price for a single emergency pick up of Refuse_____

The Bidder shall also provide in words a unit price for a single emergency pick up of Refuse_____

The Bidder shall also provide in figures a unit price for a single emergency pick up of Recycling_____

The Bidder shall also provide in words a unit price for a single emergency pick up of Refuse_____

Signature of Bidder: _____
Print Bidder Name: _____

Title of Bidder: _____

|

ATTACHMENTS

Enclosed with this BID are the following attachments:

- 1. Attachment #1 – Non-Collusion Affidavit
- 2. Attachment #2 – Certified Corporate Resolution
- 3. Attachment #3 – Stockholder/Partnership Disclosure Statement
- 4. Attachment #4 – Affirmative Action Evidence and Mandatory Language
- 5. Attachment #5 – Prescribed Form of Questionnaire & Consent of Surety
- 6. Attachment #6 – Vendors Affidavit
- 7. Attachment #7 – Proof of Business Registration Submission Requirement
- 8. Attachment #8 – Americans with Disabilities Act of 1990 Language
- 9. Attachment #9 – Bid Document Checklist

EXECUTION OF CONTRACT

If written notice of the acceptance of this BID is mailed, telegraphed, or otherwise delivered to the undersigned within sixty (60) days after the date of opening of the Bids, or any time thereafter, the undersigned will, within ten (10) days after the date of such delivery, execute and deliver a contract in the form as required by the Barnegat Township Board of Education.

This BID may be withdrawn at any time prior to the scheduled time for the opening of Bids, or any authorized postponement thereof.

SIGNATURE

()	NAME OF BIDDER (Corporate Name)
()	_____
()	_____
()	SIGNATURE (Corporate Officer)
()	_____
()	_____
()	DATE:
()	_____
()	_____

BID FORM ATTACHMENT #1

GENERAL CONDITIONS TO BID

NON-COLLUSIVE BIDDING CERTIFICATION

No bid will be accepted that does not have this form completely executed.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certified by the signature of this bid or proposal in behalf of the corporate bidder.

(Individual)

(Corporation)

Dated: _____ By _____
(Signature of Officer)

This Non-Collusive Bidding Certificate must be submitted with the bid.

BID FORM ATTACHMENT #2
CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

and to include in such bid or proposal the certificate as to non-collusion as to the act and deed of such corporation, and for any intentional inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution and adopted by

_____ at a meeting of its board of directors held on the
_____ day of _____ 200__ .

(Secretary)

This Certified Corporate Resolution must be submitted with the bid.

BID FORM ATTACHMENT #3

STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT

This is to certify that in accordance with N.J.S.A. 52:25-24.2, the names and addresses of all stockholders in this corporation or partnership who own 10% or more of its stock of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be, are listed below. 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.

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____

(continue listing additional names and addresses on separate sheet attached to this form)

_____ No individual stockholder or partner owns 10% or more of this corporation or partnership.

()
()
()
(Corporate Seal)
()
()
()

(Authorized Signature)

(Title)

Representing: _____

Address: _____

This Stockholder/Partnership Disclosure Statement must be submitted with the bid.

BID FORM ATTACHMENT #4

AFFIRMATIVE ACTION EVIDENCE

PROCUREMENT AND SERVICE CONTRACTORS

Bidders are required to comply with requirements P.L. 1975 C. 127

A. **ALL CONTRACTORS**

1. Within seven (7) days after receipt of the notification of intent to award this contract or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Barnegat Township Schools Board of Education:
 - (a) An existing federally approved or sanctioned affirmative action program.
 - (b) A Certificate of Employee Information Report Approval.
 - (c) If the Contractor cannot present "a" or "b", the contractor is required to submit a completed Employee Information Report (Form AA302.) This form will be made available to contractors by the Barnegat Board of Education.

The following questions must be answered by all prospective bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

_____ Yes _____ No

- (a) If yes, please submit a photo copy of such approval.

2. Do you have a State Certificate of Employee Information Report approval?

- (a) If yes, please submit a photo copy of such approval.

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

COMPANY_____

SIGNATURE/TITLE_____

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

This Affirmative Action Statement must be submitted with the bid.

BID ATTACHMENT #5

PRESCRIBED FORM OF QUESTIONNAIRE

CORPORATE SURETY BOND in the amount of 10% Yes No

NAME OF COMPANY: _____

ADDRESS OF COMPANY: _____

FAMILIARITY WITH CONDITIONS OF CONTRACT

Have you read carefully the applicable New Jersey Statutes, regulations, procedures, the rules of the local Board of Education pertaining to this proposal request, the specifications upon the basis of which the accompanying bid is submitted, and the contract which the successful bidder will be required to execute.

Yes No

CONTRACTOR'S NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

This Prescribed Form of Questionnaire must be submitted with the bid.

BID ATTACHMENT #6

VENDOR'S AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF OCEAN

I, _____, of the _____ of _____
(Name) (city, town) (Name of City, Town)

in the County of _____, State of _____, of full age being duly sworn

according to law on my oath depose and say that:

I am _____, of the firm of _____, the Bidder making the Bid for the herein project, and that I executed said Bid with full authority to do so, and that all statements contained in said Bid and in this Affidavit are true and correct, and made with full knowledge that the Barnegat Township Schools Board of Education relies upon the truth of the statement contained in said Bid and in the statements in this Affidavit in awarding the contract for said project.

I understand that this affidavit is being provided to the Barnegat Township Schools Board of Education in compliance with the provisions of N.J.S.A. 18A:12-2 and N.J.S.A. 18A:5-8 which prohibit persons having a conflict of interest in entering into contracts or selling textbooks, apparatus or supplies to the Board of Education.

No person who is a shareholder, officer, director, partner, or owner of the above vendor is officially connected with or employed by the Barnegat Township Board of Education or is in any way pecuniary or beneficially interested in or receives compensation or regard of any kind in connection with the sales by the vendor to the Barnegat Township Schools Board of Education.

No member of the Barnegat Township Schools Board of Education is employed by or interested directly in the above vendor.

This Vendor's Affidavit must be submitted with the bid.

BID ATTACHMENT #7

BUSINESS REGISTRATION CERTIFICATE SUBMISSION REQUIREMENT

Please submit a **CERTIFICATE OF BUSINESS REGISTRATION**. This certificate is obtained from the New Jersey Division of Revenue. Information on obtaining a Business Registration Certificate is available on the internet at www.nj.gov/njbgs.

Failure to submit this certificate shall result in rejection of the bid.

BID ATTACHMENT #8
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq). which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

BID ATTACHMENT #9
BID DOCUMENT CHECKLIST

<input type="checkbox"/>	Attachment #1	Non-Collusion Affidavit
<input type="checkbox"/>	Attachment #2	Certified Corporate Resolution
<input type="checkbox"/>	Attachment #3	Stockholder/Partnership Disclosure Statement
<input type="checkbox"/>	Attachment #4	Affirmative Action Evidence and Mandatory Language
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This BID may be withdrawn at any time prior to the scheduled time of the opening of Bids, or any authorized postponement thereof.

SIGNATURE

(_____) **NAME OF BIDDER (Corporate Name)**
 (**Corporate**) _____
 (**Seal**) **SIGNATURE (Corporate Officer)**
 (_____) _____
 (_____) **DATE:**
