

BOROUGH OF BRIELLE

UNIFORM

BID

SPECIFICATIONS

SOLID WASTE

COLLECTION SERVICE

SPECIFICATIONS:

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Brielle (“Brielle” or the “Borough”), is soliciting bid proposals from solid waste collectors interested in providing residential Solid Waste collection services to residents of the Borough, container service to the Borough, and container service to the Brielle Landing (56 units) and Fox Hill (14 units) condominium complexes located within the Borough, for a period of five (5) years, to commence on January 1, 2022, and to end on December 31, 2027, all in accordance with the terms of these Bid Specifications and *N.J.A.C. 7:26H-6 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*, the *Coast Star* and in the *Star Ledger* no later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

Bidders are expected to examine the Bid Specifications and related documents with care and observe all of their requirements. Ambiguities, errors or omissions noted by bidders shall be promptly reported in writing to the Municipal Clerk of the Borough. **No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Borough’s representative set forth in these Bid Specifications.** In order to be given consideration, written requests for interpretation must be received at least fifteen (15) days prior to the date fixed for the opening of the bids. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the Bid Specifications. All addenda so issued will become part of the Contract documents. The Borough’s interpretation of corrections shall be final.

1.3 BID OPENING

All Bid Proposals will be publicly opened and read by the Municipal Clerk of the Borough at 10:15 A.M., at the Borough Hall, 601 Union Lane, Brielle, New Jersey 08730, on October 28, 2022. Bids must be delivered by hand or by mail to the Brielle Municipal Clerk not later than 10:00 A.M., October 28, 2022. All Bid Proposals will be date and time stamped upon receipt. All bids must be submitted on the Form of Proposal (Exhibit “B”) supplied by the Borough. Each bidder is solely responsible for the timely delivery of the Bid Proposal and 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.

1.4 DOCUMENTS TO BE SUBMITTED.

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

- A. 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;
- B. An Affidavit and Questionnaire setting forth experience and qualifications (Exhibit "A");
- C. A Bid Guarantee in the form of bid bond, certified check or cashier's check in the amount of Ten Percent (10%) of the total amount of the bid proposal; not to exceed Twenty Thousand Dollars (\$20,000.00); payable to the Borough (See Section 3.2 hereof);
- D. A Non-Collusion Affidavit (Exhibit "C");
- E. A Stockholder Statement of Ownership (if applicable) (Exhibit "D");
- F. A Certificate of surety;
- G. The Bid Proposal (Exhibit "B");
- H. A Business Registration Certificate (BRC).

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. 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 PRICE QUOTATIONS

The prices on the Form of Proposal attached hereto and made part hereof as Exhibit "B," must remain firm for a period of sixty (60) days after receipt and opening of bids or for such other period of time as may be specified elsewhere in the Bid Specifications.

1.6 STATEMENT OF OWNERSHIP

Bidders are required to comply with Chapter 33 of the Public Laws of 1977 (*N.J.S.A.* 52:25-24.2) regarding the ownership of any bidder that is a corporation or a partnership. Failure to supply this information with the Form of Proposal will be cause to reject the bid (See Exhibit "D").

1.7 CERTIFICATE OF EXPERIENCE

Bidders shall be experienced in the kind of work required to be performed, must have the necessary equipment therefore, and have the financial ability to properly perform the work (see Exhibit "A"). Bidders must be able to service on a weekly basis a total of One Thousand Nine Hundred Fifty (1,950) residential units and certain non-residential, municipal, and institutional customers as specified by the Borough. Information regarding the number of residential units and other non-residential customers that are the subject hereof, is contained in Exhibit "E", which is

attached hereto and made part hereof. Proposals from bidders that have previously failed to complete contracts or who have previously performed similar work in an unsatisfactory manner, or who do not have the required equipment or capital to properly execute the work, may be rejected.

2. DEFINITIONS

“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. (See Sections 1.4 and 3.1, hereof).

“Bid Guarantee” means the bid bond, cashier’s check or certified check submitted as part of the Bid Proposal, payable to the Borough, ensuring that the successful bidder will enter into a Contract or Contracts, as the case may be. (See Section 3.2, hereof).

“Bid Specifications” means all documents requesting Bid Proposals for Solid Waste collection services as described and contained herein.

“Bulky Waste” except during Clean-up weeks designated by the Borough where the quantity of Bulky Waste is not limited (see Section 5.1 A), for purposes of these specifications, Bulky Waste shall be limited to items of Type 13 waste (as it is defined at *N.J.A.C. 7:26-2.13[g]*), consisting of furniture, small amounts and quantities of building material generated in the course of home improvements made by the individual homeowner such as sheet rock, plywood, windows and doors. Specifically excluded are Hazardous Wastes, all concrete, brick, ceramic tile, stone pavers, asphalt, asphalt shingles, stumps and other land clearing debris and waste lumber from demolition projects. Also excluded is all material that is mandated to be or which may be recycled by the Borough, and any Solid Waste not acceptable for disposal at the designated Disposal Facility. Bulky Waste shall also not include any waste generated by any independent contractor during the course of the remodeling, reconstruction or repair of any structure within the Borough for which a permit is required pursuant to Borough ordinance in effect at the time of such remodeling, reconstruction or repair.

“Certificate of Insurance” means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy under the requirements set forth under Section 5.1 F, hereof.

“Consent of Surety” means a contract guaranteeing that if the Contract(s) is awarded, the Surety will provide a performance bond.

“Contract(s)” means the written agreement or agreements, as the case may be, executed by and between the successful bidder and governing body of the Borough and shall include the Bid Proposal, and the Bid Specifications.

“Contract Administrator” means the Administrator of the Borough of Brielle, or his designee. (See Section 5.G, hereof).

“Contracting Unit” means the Borough of Brielle.

“Contractor” means the lowest responsible bidder to whom an award of the Contract(s) shall be made.

“Disposal Facility” means any disposal site authorized by law to accept waste generated by the Borough.

“Form of Proposal” means those forms supplied the Borough that must be used by all bidders to set forth the prices for services to be provided under the Contract(s). (Exhibit “B”).

“Holiday” means a regularly scheduled collection day on which the authorized Disposal Facility(s) is closed, including New Years Day, Thanksgiving Day and Christmas Day. (See Section 5.1 B.)

“Recyclable Material” as set forth in Chapter 16, Section 3 of the Code of Brielle but not by way of limitation, Recyclable Material means commingled glass bottles and jars, aluminum, steel and tin plated cans, plastic bottles and separately packaged mixed paper, corrugated cardboard and newspaper, batteries, white goods, electronics and metals. Mixed paper means source separated recyclable paper, including but not limited to, magazines, junk mail which shall include envelopes, office paper, computer paper, catalogs and paperback books.

“Service Area” means all properties, whether existing or constructed during the term of the Contract(s), within the territorial and geographical boundaries of the Borough, exclusive of those commercial establishments with private collection service during the term of the Contract(s).

“Service Collection Districts” means the existing collection zones of the Borough as shown in Exhibit “E” to these Bid Specifications, or such Service Collection Districts as may be proposed by the Contractor and agreed to by the Borough.

“Solid Waste” means Solid Waste types Solid Waste Types 10 and 13, Solid Waste shall not consist of Recyclable Material, hazardous waste, building materials (unless specifically set forth herein), concrete 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.

“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 Bid Specifications.

3. BID SUBMISSION REQUIREMENTS

3.1 BID PROPOSAL

- 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 and/or mailed in a sealed envelope. 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 the principal executive officer.
 - 2. For a partnership or sole proprietorship, by a general partner or the proprietor, respectively; or
 - 3. A duly authorized representative thereof if:
 - a. The authorization is made in writing by a person identified and described in Sections C.1 and 2 above; and
 - b. The authorization is made either by an individual in a position having responsibility for the overall operation of the business.
- D. 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 in the amount of Ten Percent (10%) of the highest aggregate five (5) year bid submitted, not to exceed Twenty Thousand Dollars (\$20,000.00) must accompany each Bid Proposal. When submitting a bid bond, bidders must include a Power of Attorney for the full amount of the bid bond from a Surety authorized to do business in the State of New Jersey and acceptable to the Borough. In the event that the bidder(s) to whom the Contract(s) is/are awarded fail(s) to enter into the Contract(s) in the manner and within the time required, the award to the bidder(s) shall be rescinded and the Bid Guarantee shall become the property of the Borough. Failure to submit a Bid Guarantee shall cause the rejection of the bid.

3.3 EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached to 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 Bid Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or description purposes only, and the bidder may substitute an equal product, subject to the approval of the Borough.

3.5 COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, State and Federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the Contract(s), in the performance of the Contract(s). The submission of the Bid Proposal serves as the Bidder's representation that it has read and understands the Bid Specifications and that it has duly considered all information contained therein in the course of preparing its Bid Proposal. Moreover, submission of a Bid Proposal serves as the Bidder's representation that if awarded the Contract, the successful Bidder will not make any claims for, or have any right to any concessions or damages because of a lack of understanding of the Bid Specifications or lack of information concerning the same.

3.6 CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must execute and submit as part of the Bid Proposal the “Non-Collusion Affidavit” which is attached hereto and made part hereof as Exhibit “C”.

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(s), provided that the Borough agrees to the assignment or other such disposition. No such assignment or disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

3.8 CONSENT OF SURETY

All bids shall be accompanied by a Consent of Surety from a Surety duly authorized to conduct business in the State of New Jersey and acceptable to the Borough in its sole and absolute discretion guaranteeing that said surety company will furnish the required performance bond for the bidder, if awarded the contract.

4. AWARD OF CONTRACT

4.1 GENERALLY

- A. The Borough shall award the Contract(s) or reject all bids within the time specified in the Invitation to Bid, but in no case no more than sixty (60) days therefrom, 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(s) will be awarded to the bidder whose bid price is the lowest responsible bid.
- C. The Borough reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, to reject all bids in accordance with *N.J.S.A* 40A:11-13.2, and to waive any immaterial informalities as may be permitted by law. In the event that the Borough rejects all bids, it shall publish a notice of re-bid no later than ten (10) days, Saturdays, Sundays and holidays excepted, prior to acceptance of bids.

4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within Fourteen (14) calendar days of the award of the Contract(s), the Borough shall notify the successful bidder in writing of the award thereof. Said notice will be mailed to the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed Contract(s), the performance bond, the Vehicle Dedication Affidavit (Exhibit "F") and the appropriate Affirmative Action documentation (Exhibit "G"). Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough to declare the Contractor non-responsive.

4.3 RESPONSIBLE BIDDER

The Borough shall determine whether a bidder is "Responsible" in accordance with *N.J.S.A* 40A:11-2 (27) 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. As herein described, the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than one hundred percent (100%) of the annual value of the Contract(s). In the event of the award of a Contract(s) covering the Borough, the successful bidder shall deliver on original and a duplicate original of said performance bond to the Brielle Borough Municipal Clerk, Borough Hall, 601 Union Lane, Brielle, New Jersey 08730, prior to or concurrent

with the delivery of the executed Contract(s). The performance bond and a duplicate original thereof, for each succeeding year shall be delivered to the Brielle Borough Municipal Clerk with proof of full payment of the premium One Hundred Twenty (120) days prior to the expiration of the current bond.

B. Failure to deliver a performance bond as aforesaid for any year of the five year Contract(s) One Hundred Twenty (120) days prior to the termination of the current bond will constitute a breach of Contract(s) and will entitle the Borough to terminate the Contract(s) upon the expiration of the then current bond. Notwithstanding termination pursuant to this Section, the successful bidder is obligated to fully perform through the date of termination of the Contract(s) and damages shall be assessed in an amount equal to the costs incurred by the Borough in re-bidding the Contract(s).

4.5 AFFIRMATIVE ACTION REQUIREMENTS

The successful bidder will be required to comply with the provisions of *N.J.S.A 10:5-31 et seq.*, and the Regulations promulgated thereunder at *N.J.A.C. 17:27-1 et seq.*

4.5 VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in Section 4.2 hereof the Vehicle Dedication Affidavit attached hereto and made part hereof as Exhibit "F".

4.6 ERRORS IN PRICE CALCULATIONS

Any discrepancy between a 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(s). After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this Paragraph. If any mathematical corrections must be made on any Bid Proposal, then the Borough may not award the Contract(s) until all tabulations are complete.

5. WORK SPECIFICATIONS

- A. Each collection vehicle shall be operated by a competent person to load all Solid Waste, clean-up and remove same in a manner satisfactory to the Borough. No Solid Waste shall be allowed to drop or blow off the collection vehicles onto any roadway. In the event spillage of Solid Waste occurs, the Contractor shall be responsible for removing and cleaning same.

- B. Collection of Solid Waste shall take place once per week or as specified in the bid selected by the Borough during each week in which the Contract is in effect. Collection of Solid Waste from municipal sources shall take place as set forth as described in Section "5.Q."
- C. All Solid Waste shall be stored in metal or plastic containers or in secure plastic bags. The containers shall be watertight and have a proper fitting lid (except for plastic bags) and shall not exceed Thirty Two (32) gallons in capacity. Containers shall be located at only one point on each property, which point shall be readily accessible to the Contractor. The Contractor will be required to collect not more than Three (3) containers or receptacles (or plastic bags of equivalent capacity) from any residential unit per collection and residents shall be entitled to place one bulk item, as herein defined, for collection on each day of collection, provided it is placed at the curb, and not more than Five (5) containers or receptacles (or plastic bags of equivalent capacity) from any place of business, **PUBLIC BUILDING** (eg., the Library), hotel, restaurant, store or other non-residential building.
- D. Solid Waste containers or receptacles shall be replaced in an upright position with the lids re-fixed, at the location where placed by property owners, tenants and/or their agents and servants.
- E. In addition to those items not acceptable for disposal at the designated Disposal Facility, the Contractor may not collect newspapers, glass, mixed paper, leaves, grass, aluminum cans, tin cans, plastic bottles and white goods because the Borough requires that these items be separated from other Solid Waste. The Borough has also made independent arrangements for the collection and/or disposal of all newspapers, glass, leaves, aluminum cans, tin cans, plastic bottles, electronics, metals and white goods (for example, appliances, scrap metal, iron and bicycles), which are recyclable.
- F. Collections by the Contractor shall be made only between the hours of 7:00 A.M. and 4:00 P.M. In the event that the Borough's designated Disposal Facility is closed for all or any part of a day on which collections are scheduled to be made, any alternate days or hours for collection shall be made in accordance with Section 5.1B and Section 5.8 hereof and shall be subject to notice to and the approval of the Contract Administrator of the Borough.
- G. The Contract Administrator or his designee shall assume daily control of the supervision of the Contract(s) on behalf of the Borough.
- H. In addition to the remedies set forth on Section 5.K, *infra*, if the Contractor neglects to remove Solid Waste from any location where it has been placed for collection, there shall be deducted from payments under the Contract(s) the sum of Fifty Dollars (\$50.00) for each and every offense unless the Contractor removes the item within

Twenty-four (24) hours of notice of the offense. The decision of the Borough as to whether the Contractor has committed such an offense shall be final.

- I. Any deduction made by reason of any default of the Contractor in the performance of the Contract(s) shall be deemed to be made only for the purpose of compensating the Borough for losses sustained by reason of such default and shall not be regarded as a penalty.
- J. If the Contractor is contacted by the Contract Administrator of the Borough of Brielle for the purpose of receiving notice of complaint(s), upon receiving such notice of complaint(s) the Contractor shall immediately proceed to the location(s) of any party making the complaint and rectify any legitimate problem. If a complaint cannot be resolved by the Contractor and the complainant, the Contract Administrator shall have the right to instruct the Contractor with respect to the manner of resolving the dispute.
- K. If the Contractor shall fail at any time during the term of the Contract(s) to collect and remove Solid Waste in accordance with the Contract(s) and these Bid Specifications, the Borough shall have the right to terminate and void the Contract(s), and thereupon all rights of the Contractor under the Contract(s) shall immediately cease. In such event, the Borough shall have the right to complete the work in a manner as it deems best or to accept new bids from other parties for the completion of the Contract(s). If the expense incurred by the Borough in completing the work and in rebidding the project shall exceed the amount to be paid under the Contract(s), the Contractor shall pay the difference to the Borough. In addition to this remedy, the Borough may proceed to enforce the terms of the performance bond or pursue any other course of action deemed to be in its best interest.
- L. In the event the Borough and Contractor deem it advisable to realign the Service Collection Districts established in the Contract(s) after the award of same for the mutual betterment of the parties hereto, the Service Collection Districts may be realigned upon mutual consent of the parties to the Contract(s).
- M. All current and future ordinances, laws, rules and regulations of the Borough County and State shall be complied with by the Contractor and are hereby made a part of the Contract(s) and these Bid Specifications. The Contractor shall be required to secure and maintain all permits or licenses pertaining to work to be performed under the Contract(s).
- N. The Contractor will be required to comply with the provisions of the New Jersey Prevailing Wage Act (*N.J.S.A. 34:11-56.25 et seq.*).

- O. The Contractor agrees that the provisions contained in *N.J.S.A. 10:2-1 et seq.* prohibiting the discrimination by reasons of race, creed, color, national origin or ancestry and providing for the imposition of penalties against the Contractor for such discrimination and the right of cancellation and incidental remedies in favor of the Borough in the event such discrimination occurs are incorporated in the Contract(s) and these Bid Specifications by reference.
- P. The Contractor agrees to comply with all affirmative action requirements as contained in *N.J.S.A. 10:5-31* and agrees to incorporate in the Contract(s) all mandatory language as contained in the aforesaid Statute or rules and regulations promulgated under said Statute and shall execute an Affidavit to that effect in substantially the same form as that which is attached to and made part hereof as Exhibit "G".
- Q. The Contractor shall also provide and empty One Thirty (30) yard Solid Waste roll-off container at the Brielle Public Works Facility on an "On-call" basis and One (1) Four (4) yard container at the Brielle Fire House on the day of the week in which service is made to the Collection District in which the Brielle Firehouse is located. Transportation/hauling costs for the Thirty (30) yard Solid Waste roll-off container at the Brielle Public Works Facility should be factored into the Contractor's bid and not invoiced separately to the Borough.
- R. As set forth in Section 5C above, collection of Solid Waste from residential customers identified in these Bid Specifications shall be limited to not more than Three (3) containers per pick-up which shall be of the type and description as herein described and shall have a capacity of no more than Thirty-Two (32) gallons, and one bulk item, as herein defined, for collection on each day of collection provided it is placed at the curb.

5.1 ADDITIONAL SPECIFICATIONS

- A. In addition to the Solid Waste collection and removal Specifications set forth *infra*, the Borough shall have the right to designate Two (2) clean-Up Weeks per year. One (1) week shall be in May and One (1) week shall be in October during each Contract(s) year. During the Five (5) days of Clean-Up Week (Monday through Friday of the week designated) the Contractor shall remove ALL Bulky Waste (see definitions) placed for collection by the Borough's residents (including ALL homeowner generated building materials and bulk items including but not limited to plywood, sheet rock, furniture, etc.). Bulky Waste shall not include Recyclable Materials (see definitions), Hazardous Waste or white goods, concrete, brick, ceramic tile, stone pavers, treated lumber, and any Solid Waste not acceptable for disposal at the designated Disposal Facility. Nor shall it include any waste generated by any independent contractor during the course of the remodeling, reconstruction or repair

of any structure within the Borough for which a permit is required pursuant to Borough ordinance in effect at the time of such remodeling, reconstruction or repair.

While the Contractor may wish to tie said collection to the regular collection day designated for the Solid Waste Collection District, the Contractor shall, on the final day of collection, make a sweep of all Districts of the Boroughs to ensure that all material placed for collection during the designated Clean-Up Week has been collected.

THE CONTRACTOR WILL BE REQUIRED TO IDENTIFY AND DEDICATE A SPECIFIC VEHICLE FOR THIS SERVICE SO AS TO INSURE THAT OTHER SOLID WASTE WILL NOT BE MIXED WITH THIS WASTE.

- B. No garbage collection and removal shall be required on the following Holidays:

January 1 - New Years's Day
Thanksgiving Day
December 25 - Christmas Day

However, the Contractor shall resume Solid Waste collection and removal the next designated collection day and shall include the Solid Waste Collection District for the day exempted by the Holiday. If any Holiday shall fall on Friday, then collection for that District shall occur on Thursday of that week together with Thursday's regular District collection. No deviation from this schedule shall be permitted without the prior approval of the Contract Administrator.

- C. The Contractor shall remove all Solid Waste collected from the Borough limits and dispose of the same outside the limits of the Borough.
- D. Any material spilled in collection and removal shall be picked up by the Contractor. The Solid Waste containers, receptacles and litter baskets shall be handled by the Contractor in a manner which shall not cause damage to them.
- E. All vehicles or other necessary equipment shall be furnished by the Contractor. The vehicles used in the removal of Solid Waste shall be of good appearance and subject to the approval of the Contract Administrator. To prevent Solid Waste from dropping or draining into the street, said vehicles shall have water-tight metal or metal-lined bodies and canvas, metal or board covers. All vehicles shall conform to all pertinent municipal and State laws and regulations. All vehicles shall at all times be maintained in good working order and in a clean and sanitary condition.

SOLID WASTE SHALL NOT BE TRANSFERRED FROM ONE VEHICLE TO ANOTHER WITHIN THE BOROUGH, AND VEHICLES SHALL NOT REMAIN WITHIN THE BOROUGH WHEN NOT IN ACTIVE USE, BUT IN FACT, SHALL GO DIRECTLY TO THE APPROVED DISPOSAL SITE.

- F. All bids shall be accompanied by a Certificate of Insurance issued by the insurance company authorized to conduct business in the State of New Jersey which company must be rated at least A+ or its equivalent and be acceptable to the Borough in its sole and absolute discretion. Said Certificate of Insurance shall name the Borough as an additional named insured and it shall hold it harmless; shall set forth the limits of liability, which limits shall not be less than those hereinafter designated; and, shall state the policy period(s) for each of the following policies of insurance;

Workers' Compensation	.	.	Statutory limits as required by the State of New Jersey
Comprehensive Liability	.	.	Combined single limit (bodily
Automobile			Injury - \$1,000,000 each person, each accident; property damages - \$1,000.00 each accident)
Umbrella Policy	.	.	\$1,000,000 for all contracts for each year, to be increased to \$2,000,000 for years 4 and 5 of the five (5) year contract.

The Contractor's insurance company shall provide written notice to the Borough at least Fifteen (15) days prior to the cancellation, alteration or expiration of any of the aforementioned policies of insurance. The Certificate of Insurance shall apply to and incorporate the terms of the Indemnification and Hold Harmless Agreement attached hereto and made part hereof as Exhibit "H", which shall be executed by the Contractor.

- G. In accepting the Contract(s), the Contractor shall be required to execute and submit with the bid the "Indemnification and Hold Harmless Agreement, " which is attached hereto and made part hereof as Exhibit "H".
- H. In the absence of the written agreement of the Borough to the contrary, which agreement shall be in its discretion, the submission of a bid shall preclude the bidder during the term of the Contract(s) from exercising any right to renegotiate the Annual Contract Prices pursuant to *N.J.S.A. 40A:11-16.5*. Bidder expressly waives any right to renegotiate the Annual Contract Prices pursuant to *N.J.S.A. 40:11-16.5* by the submission of a bid under this Contract Price option.

- I. In the event of a strike by the Contractor and/or its agents, servants and/or employees, the Contractor shall provide the Borough with a number of dumpsters or containers to be determined by the Borough and to be placed at a location or locations designated by the Borough, to be used during the strike. Said dumpsters or containers shall be roll off, with an open top and be of at minimum Thirty (30) cubic yards in size. In addition, during each day in which service cannot be provided by reason of any such strike, the Borough shall be entitled to a pro rata reduction in Contract(s) costs based upon the difference between the cost of providing the foregoing services and the average daily cost calculated under this Contract(s). These remedies are in addition to the those other remedies as are set forth in these Bid Specifications and the Contract(s).
- J. As set forth in greater detail in Section 5.10 *infra*, payment on the Contract(s) in equal monthly installments shall be due upon presentation of a proper bill and appropriate municipal voucher form. In order to obtain payment from the Borough pursuant to the Contract(s), the Contractor shall provide to the Borough a copy of the weigh ticket and weigh master's certification as to the disposal of the Borough's Solid Waste. The Contractor must also certify to the satisfaction of the Borough that the tonnage of the weighed Solid Waste is that of Solid Waste collected and removed solely from the Service Area as defined in Section "2" hereof, and from no other place. No payment shall constitute a waiver of any claim by the Borough which this Contract(s) or the law may allow in connection with the work done or to be done by the Contractor.
- K. Each bidder shall furnish with the bids, complete and full answers to the Affidavit and Questionnaire attached hereto and part hereof as Exhibit "A". Said Affidavit and Questionnaire shall be made in declarative form and under oath. The oath must be subscribed to by a Notary Public or other person qualified to administer oaths in this State.
- L. If the Contractor shall at any time during the term of the Contract(s) fail to collect and/or to remove Solid Waste from the Borough in strict accordance with the Contract(s) and these Bid Specifications and to the entire satisfaction of the Borough, the Borough is hereby authorized by the Contractor to terminate and to render the Contract(s) null and void, whereupon all rights of the Contractor under the Contract(s) shall immediately cease. In addition, the Borough shall be entitled to recover from the bidder the difference between the amount specified in the bid and the amount which the Borough may incur in completing the work covered by said bid or in contracting with another party to perform the work covered by said bid, if either of the latter amounts be in excess of the bid amount, and/or to pursue such other remedies as are provided in the Contract(s), the Bid Specifications and Additional Specifications, or by law.

M. THE MAYOR AND COUNCIL OF THE BOROUGH EXPRESSLY RESERVE THE RIGHT TO WAIVE ANY NON-MATERIAL INFORMALITY IN THE BIDS RECEIVED AND TO REJECT ANY OR ALL BIDS PURSUANT TO LAW.

5.2 The attached Form of Proposal pages (Exhibit "B") represents the services that the Borough desires to receive for Solid Waste collection services for a Five (5) year period.

5.3 SOLID WASTE DISPOSAL

- A. All solid waste collected within the Borough shall, unless otherwise provided or allowed by law shall be disposed of in accordance with the Monmouth County Solid Waste Management Plan. Unless otherwise authorized or directed by the Borough, for the term of the Contract(s), all Solid Waste collected pursuant to its terms shall be disposed of at the Monmouth County Reclamation Center (the "MCRC"), 6000 Asbury Avenue, Tinton Falls, New Jersey 07753. (732-922-8686)
- B. The Borough reserves the right to designate another disposal facility or disposal facilities to accept Solid Waste in accordance with applicable laws and the Monmouth County Solid Waste Management Plan or, in the event that the MCRC is unable to accept waste. The Borough will assume all additional costs or benefits that are associated with such designation.

5.4 VEHICLES AND EQUIPMENT

- A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with *N.J.A.C.* 7:26-3.1 et seq.
- B. All collection trucks shall be compaction types, completely enclosed and water tight. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles, under such circumstances and subject to the approval of the Contract Administrator of the Borough. The Contract Administrator's approval may specify whether the vehicles are side, front or rear loading.
- C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this Contract(s), and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract(s). All vehicles shall be equipped with a broom

and shovel.

- D. The Contract Administrator may order any of the Contractor's vehicles used in the performance of the Contract(s) out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

5.5 NAME ON VEHICLES

The name, address and service phone number of the Contractor shall be placed clearly and distinctly on both sides on all vehicles used in connection with the collection services.

5.6 TELEPHONE FACILITIES AND EQUIPMENT

- A. The Contractor must provide and maintain an office within reasonable proximity of the Borough 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 (7:00 AM) and (5:00 PM). The Borough shall list the Contractor's telephone number in the telephone directory along with other listings for the Borough.

5.7 FAILURE TO COLLECT

The Contractor shall report to the Contract Administrator, within One (1) hour of the start of the Collection Day, in all cases in which severe weather conditions preclude collection of Solid Waste. In the event of severe weather, the Contractor shall collect Solid Waste as soon as possible, but in no event, not later than the next regularly scheduled collection day.

5.8 COMPLAINTS

- A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract 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 on a weekly basis.

5.9 SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the Contract(s). The Contractor shall be subject to the Liquidated Damage clause herein contained for breach hereof.

5.10 INVOICE AND PAYMENT PROCEDURE

- A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.
 - 1. Within Thirty (30) days after the end of each calendar month during the term of the Contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough for the preceding calendar month (the "Billing Month").
 - 2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Borough for reimbursement.
- B. 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.
- C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough shall be charged shall be the difference between the weight of the vehicle upon entering the Disposal Facility and the tare weight of the vehicle.
- D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the Borough shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the Service Collection Districts; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the Disposal Facility showing:
 - 1. The amount of the invoice;
 - 2. The origin of the waste;
 - 3. The truck license plate number;

4. The total quantity and weight of the waste; and
5. The Authorized tipping rate plus all taxes and surcharges.

The Contractor may utilize a Materials Recovery Facility ("MRF") for intermediate processing as long as the residue is disposed of in a manner consistent with *N.J.A.C. 7:26-2B9*. In the event that the Contractor chooses to utilize a MRF, the Contractor shall identify the MRF on the Proposal Forms.

5.11 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(s) must possess a valid New Jersey driver's license for the type of vehicle operated.

5.12 SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Contract Administrator, in writing, that a Superintendent or Foreman has been appointed and in said notice advise the Contract Administrator of the name, telephone number and address of the Superintendent or Foreman. Such notification shall be given prior to beginning performance of the Contract. The Contractor shall promptly notify the Contract Administrator, in writing, of should a new Superintendent or Foreman be employed by the Contractor.

5.13 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Borough from and against all claims, damages losses, and expenses including all reasonable expenses, together with reasonable attorney's fees, incurred by the Borough on any claims that may result or arise directly or indirectly, from or by reason of the performance of the Contract(s) 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 injury or damage to persons or property.

Name of Firm or Individual

Title

Signature

Date

BIDDING DOCUMENTS CHECKLIST

- _____ 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.
- _____ Statement of bidder's qualifications, experience and financial ability, together with the Questionnaire attached to and made part thereof. (Exhibit "A")
- _____ Bid Proposal (Exhibit "B")
- _____ 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.
- _____ Non-Collusion Affidavit. (Exhibit "C")
- _____ Stockholder statement of ownership. (Exhibit "D")
- _____ Vehicle Identification Affidavit. (Exhibit "F")
- _____ Affirmative Action Affidavit. (Exhibit "G")
- _____ Indemnification and Hold Harmless Agreement. (Exhibit "H ")
- _____ Certificate of Insurance.
- _____ Certificate of Surety.

EXHIBIT A

Affidavit of Qualifications, Experience & Financial Ability

State of New Jersey }
 }
County of _____ }

SS: Brielle Solid Waste
Collection Service

I, _____, am the _____ of _____,
(Your name) (Title) (Name of bidder)

and being duly sworn, 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 to award to _____ (NAME OF BIDDER) the Contract for solid waste collection 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 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 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, 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 with any information necessary to verify the answers given.

(Signature) _____

Name and Title

Dated: _____

*Subscribed and sworn to before me
this _____ day of _____, 2022*

*Notary Public of:
My Commission expires _____, 20__*

EXHIBIT B

**FORM OF PROPOSAL FOR SOLID WASTE
COLLECTION AND DISPOSAL FOR
THE BOROUGH OF BRIELLE**

OPTION "I": Year round, once per week residential backyard collection of up to Three Thirty-Two (32) gallon containers of solid waste from the Borough which also includes certain Municipal and Institutional collection as described in Sections "5", "5.1A." and Exhibit "E", with tipping fees paid by the Borough at the Monmouth County Reclamation Center.

Five year Contract \$ _____

OPTION "II": Year round, once per week residential curbside collection of up to Three Thirty-Two (32) gallon containers of solid waste from the Borough which also includes certain Municipal and Institutional collection as described in Sections "5", "5.1A." and Exhibit "E", with tipping fees paid by the Borough at the Monmouth County Reclamation Center.

Five year Contract \$ _____

OPTION "III" Year round collection of Four (4) Five (5) yard containers at the Brielle Landing and Two (2) Five (5) yard containers at the Fox Hill condominium complexes, located within the Borough, with tipping fees paid by the Borough at the Monmouth County Reclamation Center.

Five Year Contract \$ _____

The Borough is soliciting bids from responsible bidders for all of the foregoing Options. *In addition, the successful bidder must have a provision or provisions in its DEP approved tariff allowing it to provide additional services to individual residential customers in the Borough on a prescription, or on an as-needed basis and to bill those residential customers directly at rates set forth in its tariff.*

EXHIBIT C

Non Collusion Affidavit

State of New Jersey }
 }
County of Monmouth } SS: Brielle Solid Waste
 } Collection Service

I, _____, of the Borough, Township or City of _____ in the State of New Jersey, 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 any agreement, participated in any collusion with any other person, corporate entity either alone or with any other person, corporate or government entity 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 Brielle may rely upon the truth of the statements, 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, unless such person possesses a Certificate of Public Convenience and Necessity and a License pursuant to N.J.A.C. 7:26-16 *et seq.*, or is a bona fide employee or bona fide established commercial or selling agencies maintained by the _____.
(Name of Bidder)

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this
_____ day of _____, 2022

Notary Public of:

My Commission expires _____, 20__

EXHIBIT D

STOCKHOLDER STATEMENT OF OWNERSHIP

(If Bidder is a sole proprietorship, check here () and do not complete this statement)

The UNDERSIGNED, as Bidder, in accordance with P.L. 1977, Chapter 33, declares and submits this Statement of Ownership:

Bidder is a Corporation ()	Partnership ()	Joint Venture ()
Name of Individual Holding 10% or More of Bidder	Address	Percentage of Ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- Notes: 1. Attach Additional sheets in this format if necessary.
2. If a corporation or partnership is the holder of 10% or more of Bidder, attach a similar breakdown if their/its individual owners.

Name of Contractor: _____

Name & Title of Officer: _____
(Please Print Name and Title)

Signature: _____

Date: _____

EXHIBIT E

BOROUGH OF BRIELLE

MUNICIPAL DATA CALENDAR YEAR 2022

RESIDENTIAL SOURCES:

Single family	2,028 UNITS
Multi-Family	13 UNITS
Apartment/Condominiums	165 UNITS
Townhomes	<u>341 UNITS</u>
Total	2,547 UNITS

Containers: Three (3) Thirty-two (32) Gallon Containers or their equivalent in sealed plastic bags.

COMMERCIAL SOURCES:

Total: 86 UNITS

Containers: Five (5) Thirty-Two (32) Gallon Containers or their equivalent in sealed plastic bags.

INSTITUTIONAL SOURCES:

First Aid	One Unit - One (1) Two (2) Yard Container
Firehouse	One Unit - One (1) Three (3) Yard Container
Total	Two (2)

Frequency of service: an "On-call", "As-needed" basis.

MUNICIPAL SOURCES:

Municipal buildings	One Unit - Borough Hall
OTHER:	One Unit - Department of Public Works Yard
Total	Two (2)

Containers and frequency of service: Three (3) Thirty-Two (32) Gallon Containers or their equivalent in sealed plastic bags (Borough Hall) once per-week collection; one (1) Thirty (30) Yard Roll-off Container on an "On-call", "As-needed" basis (DPW Yard).

POPULATION: The population of the Borough is year-round with very little seasonal fluctuation. The 2022 ESTIMATED population was 4,683.

AREA: 1.8 SQUARE MILES

TOTAL ROAD MILES:	State:	2.15
	County:	3.33
	Local:	19.92
	Total:	25.40

APPENDIX 1

Bulk Collection Months are during May and October.

*NOTE: The Brielle Landing and Fox Hill Condominium Complexes will require Twice (2) per-week collection, on Monday and Thursday of each week, of the containers described in these specifications.

APPENDIX 2

MONMOUTH COUNTY RECLAMATION CENTER

Customer / Origin / Material Report

Transactions from 01/01/2021 through 12/31/2021

Inbound Tickets Only

Third Party and Intercompany Customers

Disposal Only

Full Details

User ID: JGU

Ticket	Date	Truck	In / Out	Bill. Units	Cycle Time	YARDS	TONS	Taxes	Disposal Amount	Amount
SUBU965496 - SUBURBAN DISPOSAL										
1308 - Brielle Boro										
107 - MSW/Household (MRF)										
1902928	01/02/21	6759DB	I	10.4200 TN	10.48	32.00	10.4200	\$0.00	\$891.95	\$891.95
1903178	01/04/21	6759DJ	I	12.2900 TN	15.00	25.00	12.2900	\$0.00	\$1,052.02	\$1,052.02
1903460	01/05/21	6759DJ	I	10.8800 TN	19.62	25.00	10.8800	\$0.00	\$931.33	\$931.33
1904004	01/07/21	6759DJ	I	12.4700 TN	13.17	25.00	12.4700	\$0.00	\$1,067.43	\$1,067.43
1904309	01/08/21	6759DJ	I	9.0500 TN	12.87	25.00	9.0500	\$0.00	\$774.68	\$774.68
1904808	01/11/21	6759DJ	I	11.0800 TN	31.09	25.00	11.0800	\$0.00	\$948.45	\$948.45
1905016	01/12/21	6759DJ	I	8.8500 TN	7.19	25.00	8.8500	\$0.00	\$757.56	\$757.56
1905545	01/14/21	6759DJ	I	9.8700 TN	8.93	25.00	9.8700	\$0.00	\$844.87	\$844.87
1905838	01/15/21	6759DJ	I	9.1200 TN	14.04	25.00	9.1200	\$0.00	\$780.67	\$780.67
1906236	01/18/21	6759DJ	I	10.4800 TN	7.11	25.00	10.4800	\$0.00	\$897.09	\$897.09
1906504	01/19/21	6759DJ	I	8.6500 TN	9.85	25.00	8.6500	\$0.00	\$740.44	\$740.44
1907138	01/21/21	6759DJ	I	9.8200 TN	10.46	25.00	9.8200	\$0.00	\$840.59	\$840.59
1907427	01/22/21	6759CP	I	9.1800 TN	17.89	32.00	9.1800	\$0.00	\$785.81	\$785.81
1907907	01/25/21	6759CP	I	9.2700 TN	11.11	32.00	9.2700	\$0.00	\$793.51	\$793.51
1908198	01/26/21	6759CP	I	7.8900 TN	15.04	32.00	7.8900	\$0.00	\$675.38	\$675.38
1908695	01/28/21	6759CP	I	9.3300 TN	8.88	32.00	9.3300	\$0.00	\$798.65	\$798.65
1908946	01/29/21	6759DJ	I	8.2800 TN	8.17	25.00	8.2800	\$0.00	\$708.77	\$708.77
1909394	02/03/21	6759DJ	I	10.2000 TN	9.70	25.00	10.2000	\$0.00	\$873.12	\$873.12
1909479	02/04/21	6759DJ	I	7.5100 TN	10.98	25.00	7.5100	\$0.00	\$642.86	\$642.86
1909589	02/04/21	6759DR	I	8.4100 TN	13.11	25.00	8.4100	\$0.00	\$719.90	\$719.90
1909881	02/05/21	6759DJ	I	8.0500 TN	8.46	25.00	8.0500	\$0.00	\$689.08	\$689.08
1910267	02/08/21	6759DJ	I	7.3900 TN	8.37	25.00	7.3900	\$0.00	\$632.58	\$632.58
1910514	02/09/21	6759DJ	I	6.8500 TN	13.99	25.00	6.8500	\$0.00	\$586.36	\$586.36

User ID: JGU

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Disposal Only

Full Details

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SUBU965496 - SUBURBAN DISPOSAL										
1308 - Brielle Boro										
107 - MSW/Household (MRF)										
1910976	02/11/21	6759DJ	I	8.4700 TN	13.24	25.00	8.4700	\$0.00	\$725.03	\$725.03
1911231	02/12/21	6759DJ	I	7.8700 TN	9.97	25.00	7.8700	\$0.00	\$673.67	\$673.67
1911591	02/15/21	6759DJ	I	9.7500 TN	10.73	25.00	9.7500	\$0.00	\$834.60	\$834.60
1911821	02/16/21	6759DJ	I	7.4000 TN	9.87	25.00	7.4000	\$0.00	\$633.44	\$633.44
1912422	02/19/21	6759DJ	I	11.9800 TN	15.19	25.00	11.9800	\$0.00	\$1,025.49	\$1,025.49
1912519	02/20/21	6759DJ	I	4.3400 TN	11.15	25.00	4.3400	\$0.00	\$371.50	\$371.50
1912757	02/22/21	6759DJ	I	9.5800 TN	7.52	25.00	9.5800	\$0.00	\$820.05	\$820.05
1913045	02/23/21	6759DJ	I	7.8800 TN	8.00	25.00	7.8800	\$0.00	\$674.53	\$674.53
1913596	02/25/21	6759DJ	I	9.3300 TN	10.19	25.00	9.3300	\$0.00	\$798.65	\$798.65
1913881	02/26/21	6759DJ	I	8.9000 TN	13.44	25.00	8.9000	\$0.00	\$761.84	\$761.84
1914322	03/01/21	6759DJ	I	9.6900 TN	11.09	25.00	9.6900	\$0.00	\$829.46	\$829.46
1914611	03/02/21	6759CP	I	11.7900 TN	11.11	32.00	11.7900	\$0.00	\$1,009.22	\$1,009.22
1915200	03/04/21	6759DJ	I	9.6100 TN	18.96	25.00	9.6100	\$0.00	\$822.62	\$822.62
1915457	03/05/21	6759DJ	I	7.9300 TN	11.74	25.00	7.9300	\$0.00	\$678.81	\$678.81
1916040	03/08/21	6759DJ	I	9.9400 TN	11.04	25.00	9.9400	\$0.00	\$850.86	\$850.86
1916371	03/09/21	6759DJ	I	8.0600 TN	10.12	25.00	8.0600	\$0.00	\$689.94	\$689.94
1916976	03/11/21	6759DJ	I	9.2400 TN	10.58	25.00	9.2400	\$0.00	\$790.94	\$790.94
1917290	03/12/21	6759DJ	I	8.5000 TN	8.84	25.00	8.5000	\$0.00	\$727.60	\$727.60
1917898	03/15/21	6759DJ	I	9.2200 TN	11.74	25.00	9.2200	\$0.00	\$789.23	\$789.23
1918351	03/16/21	6759DJ	I	7.6800 TN	8.52	25.00	7.6800	\$0.00	\$657.41	\$657.41
1918894	03/18/21	6759DJ	I	9.6400 TN	15.36	25.00	9.6400	\$0.00	\$825.18	\$825.18
1919076	03/19/21	6759DR	I	8.9200 TN	8.44	25.00	8.9200	\$0.00	\$763.55	\$763.55
1919755	03/22/21	6759DJ	I	10.5900 TN	12.12	25.00	10.5900	\$0.00	\$906.50	\$906.50

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SUBU965496 - SUBURBAN DISPOSAL										
1308 - Brielle Boro										
107 - MSW/Household (MRF)										
1920017	03/23/21	6759DR	I	8.7600 TN	9.98	25.00	8.7600	\$0.00	\$749.86	\$749.86
1920618	03/25/21	6759DR	I	12.5500 TN	11.26	25.00	12.5500	\$0.00	\$1,074.28	\$1,074.28
1920927	03/26/21	6759AV	I	9.2400 TN	18.82	32.00	9.2400	\$0.00	\$790.94	\$790.94
1921474	03/29/21	6759DR	I	10.5100 TN	13.95	25.00	10.5100	\$0.00	\$899.66	\$899.66
1921817	03/30/21	6759DR	I	9.2100 TN	11.50	25.00	9.2100	\$0.00	\$788.38	\$788.38
1922294	04/01/21	6759DR	I	9.9600 TN	10.15	25.00	9.9600	\$0.00	\$852.58	\$852.58
1923123	04/05/21	6759DR	I	10.5000 TN	10.35	25.00	10.5000	\$0.00	\$898.80	\$898.80
1923414	04/06/21	6759DJ	I	8.8400 TN	8.07	25.00	8.8400	\$0.00	\$756.70	\$756.70
1924400	04/09/21	6759DR	I	9.7400 TN	13.09	25.00	9.7400	\$0.00	\$833.74	\$833.74
1924485	04/10/21	6759DJ	I	10.0600 TN	8.23	25.00	10.0600	\$0.00	\$861.14	\$861.14
1925039	04/12/21	6759DJ	I	11.3500 TN	11.81	25.00	11.3500	\$0.00	\$971.56	\$971.56
1925235	04/13/21	6759DR	I	8.4600 TN	11.60	25.00	8.4600	\$0.00	\$724.18	\$724.18
1925788	04/15/21	6759DR	I	9.6000 TN	9.75	25.00	9.6000	\$0.00	\$821.76	\$821.76
1926169	04/16/21	6759DR	I	8.9100 TN	10.15	25.00	8.9100	\$0.00	\$762.70	\$762.70
1926609	04/19/21	6759DR	I	11.7500 TN	24.25	25.00	11.7500	\$0.00	\$1,005.80	\$1,005.80
1927091	04/20/21	6759DR	I	10.3100 TN	7.08	25.00	10.3100	\$0.00	\$882.54	\$882.54
1927626	04/22/21	6759DJ	I	9.5500 TN	11.70	25.00	9.5500	\$0.00	\$817.48	\$817.48
1928002	04/23/21	6759DJ	I	9.5200 TN	9.20	25.00	9.5200	\$0.00	\$814.91	\$814.91
1928556	04/26/21	6759DR	I	12.0000 TN	22.22	25.00	12.0000	\$0.00	\$1,027.20	\$1,027.20
1928874	04/27/21	6759DR	I	10.2400 TN	40.31	25.00	10.2400	\$0.00	\$876.54	\$876.54
1929378	04/29/21	6759DJ	I	9.9100 TN	11.70	25.00	9.9100	\$0.00	\$848.30	\$848.30
1929736	04/30/21	6759DR	I	9.5700 TN	9.09	25.00	9.5700	\$0.00	\$819.19	\$819.19
1930342	05/03/21	6759DJ	I	12.2900 TN	17.96	25.00	12.2900	\$0.00	\$1,052.02	\$1,052.02

MONMOUTH COUNTY RECLAMATION CENTER

Customer / Origin / Material Report

Transactions from 01/01/2021 through 12/31/2021

Inbound Tickets Only

Third Party and Intercompany Customers

Disposal Only

Full Details

User ID: JGU

Ticket	Date	Truck	In / Out	Bill. Units	Cycle Time	YARDS	TONS	Taxes	Disposal Amount	Amount
SUBU965496 - SUBURBAN DISPOSAL										
1308 - Brielle Boro										
107 - MSW/Household (MRF)										
1930589	05/04/21	6759DR	I	10.2900 TN	18.81	25.00	10.2900	\$0.00	\$880.82	\$880.82
1931154	05/06/21	6759DR	I	10.2400 TN	24.25	25.00	10.2400	\$0.00	\$876.54	\$876.54
1931467	05/07/21	6759DR	I	10.6600 TN	28.70	25.00	10.6600	\$0.00	\$912.50	\$912.50
1932028	05/10/21	6759DJ	I	11.5300 TN	19.10	25.00	11.5300	\$0.00	\$986.97	\$986.97
1932265	05/11/21	6759DR	I	9.5800 TN	17.67	25.00	9.5800	\$0.00	\$820.05	\$820.05
1933101	05/14/21	6759DR	I	15.7400 TN	26.89	25.00	15.7400	\$0.00	\$1,347.34	\$1,347.34
1933635	05/17/21	6759AP	I	12.4500 TN	19.92	32.00	12.4500	\$0.00	\$1,065.72	\$1,065.72
1933927	05/18/21	6759AV	I	9.8400 TN	22.97	32.00	9.8400	\$0.00	\$842.30	\$842.30
1934441	05/20/21	6759AV	I	10.2800 TN	19.94	32.00	10.2800	\$0.00	\$879.97	\$879.97
1934775	05/21/21	6759AV	I	10.9000 TN	21.00	32.00	10.9000	\$0.00	\$933.04	\$933.04
1935265	05/24/21	6759AV	I	11.6600 TN	18.90	32.00	11.6600	\$0.00	\$998.10	\$998.10
1935611	05/25/21	6759AV	I	10.5100 TN	21.83	32.00	10.5100	\$0.00	\$899.66	\$899.66
1936106	05/27/21	6759AV	I	11.1700 TN	19.45	32.00	11.1700	\$0.00	\$956.15	\$956.15
1936477	05/29/21	6759AV	I	11.9600 TN	20.26	32.00	11.9600	\$0.00	\$1,023.78	\$1,023.78
1936895	06/01/21	6759AV	I	19.7400 TN	46.71	32.00	19.7400	\$0.00	\$1,689.74	\$1,689.74
1937589	06/03/21	6759AV	I	13.3300 TN	22.89	32.00	13.3300	\$0.00	\$1,141.05	\$1,141.05
1937989	06/05/21	6759AV	I	11.2300 TN	23.14	32.00	11.2300	\$0.00	\$961.29	\$961.29
1938474	06/07/21	6759AV	I	12.6500 TN	26.02	32.00	12.6500	\$0.00	\$1,082.84	\$1,082.84
1938695	06/08/21	6759AV	I	10.7400 TN	32.85	32.00	10.7400	\$0.00	\$919.34	\$919.34
1939187	06/10/21	6759AV	I	10.7800 TN	17.39	32.00	10.7800	\$0.00	\$922.77	\$922.77
1939533	06/11/21	6759AV	I	10.7200 TN	17.56	32.00	10.7200	\$0.00	\$917.63	\$917.63
1940103	06/14/21	6759AV	I	12.5600 TN	22.16	32.00	12.5600	\$0.00	\$1,075.14	\$1,075.14
1940359	06/15/21	6759AV	I	9.7300 TN	22.31	32.00	9.7300	\$0.00	\$832.89	\$832.89

MONMOUTH COUNTY RECLAMATION CENTER
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Third Party and Intercompany Customers

Disposal Only

Full Details

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SUBU965496 - SUBURBAN DISPOSAL										
1308 - Brielle Boro										
107 - MSW/Household (MRF)										
1940883	06/17/21	6759AV	I	10.5900 TN	16.47	32.00	10.5900	\$0.00	\$906.50	\$906.50
1941274	06/18/21	6759AV	I	10.5400 TN	18.18	32.00	10.5400	\$0.00	\$902.22	\$902.22
1941774	06/21/21	6759AV	I	12.3400 TN	17.95	32.00	12.3400	\$0.00	\$1,056.30	\$1,056.30
1942037	06/22/21	6759AV	I	10.1300 TN	16.67	32.00	10.1300	\$0.00	\$867.13	\$867.13
1942730	06/24/21	6759AV	I	11.1200 TN	19.77	32.00	11.1200	\$0.00	\$951.87	\$951.87
1942997	06/25/21	6759AV	I	10.9000 TN	17.01	32.00	10.9000	\$0.00	\$933.04	\$933.04
1943547	06/28/21	6759AV	I	11.9000 TN	19.06	32.00	11.9000	\$0.00	\$1,018.64	\$1,018.64
1943768	06/29/21	6759AV	I	9.3100 TN	16.97	32.00	9.3100	\$0.00	\$796.94	\$796.94
1944326	07/01/21	6759AV	I	11.5000 TN	19.69	32.00	11.5000	\$0.00	\$984.40	\$984.40
1944607	07/02/21	6759AV	I	11.9600 TN	21.73	32.00	11.9600	\$0.00	\$1,023.78	\$1,023.78
1945114	07/06/21	6759AV	I	19.1100 TN	27.61	32.00	19.1100	\$0.00	\$1,635.82	\$1,635.82
1945784	07/08/21	6759AV	I	16.7800 TN	23.32	32.00	16.7800	\$0.00	\$1,436.37	\$1,436.37
1946097	07/09/21	6759AV	I	12.9700 TN	26.93	32.00	12.9700	\$0.00	\$1,110.23	\$1,110.23
1946627	07/12/21	6759AV	I	15.1500 TN	33.54	32.00	15.1500	\$0.00	\$1,296.84	\$1,296.84
1946867	07/13/21	6759AV	I	10.0500 TN	18.93	32.00	10.0500	\$0.00	\$860.28	\$860.28
1947402	07/15/21	6759AV	I	11.4000 TN	18.09	32.00	11.4000	\$0.00	\$975.84	\$975.84
1948032	07/19/21	6759CG	I	6.1600 TN	16.04	32.00	6.1600	\$0.00	\$527.30	\$527.30
1948274	07/20/21	6759AE	I	12.4300 TN	29.64	32.00	12.4300	\$0.00	\$1,064.01	\$1,064.01
1948446	07/20/21	6759AV	I	19.4100 TN	37.19	32.00	19.4100	\$0.00	\$1,661.50	\$1,661.50
1949080	07/22/21	6759AV	I	12.4900 TN	59.08	32.00	12.4900	\$0.00	\$1,069.14	\$1,069.14
1949437	07/24/21	6759AV	I	11.4500 TN	23.79	32.00	11.4500	\$0.00	\$980.12	\$980.12
1950120	07/27/21	6759CA	I	11.9800 TN	22.15	32.00	11.9800	\$0.00	\$1,025.49	\$1,025.49
1950309	07/27/21	6759AV	I	11.3500 TN	34.96	32.00	11.3500	\$0.00	\$971.56	\$971.56

MONMOUTH COUNTY RECLAMATION CENTER

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Disposal Only

Full Details

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SUBU965496 - SUBURBAN DISPOSAL										
1308 - Brielle Boro										
107 - MSW/Household (MRF)										
1950930	07/30/21	6759AV	I	13.1700 TN	25.28	32.00	13.1700	\$0.00	\$1,127.35	\$1,127.35
1951591	08/02/21	6759DR	I	17.3800 TN	31.69	25.00	17.3800	\$0.00	\$1,487.73	\$1,487.73
1951966	08/03/21	6759CA	I	12.2000 TN	20.26	32.00	12.2000	\$0.00	\$1,044.32	\$1,044.32
1952102	08/04/21	6759DR	I	6.2800 TN	23.82	25.00	6.2800	\$0.00	\$537.57	\$537.57
1952572	08/05/21	6759AV	I	11.0000 TN	16.92	32.00	11.0000	\$0.00	\$941.60	\$941.60
1952924	08/07/21	6759DR	I	10.5600 TN	18.86	25.00	10.5600	\$0.00	\$903.94	\$903.94
1953466	08/09/21	6759AV	I	12.0300 TN	17.99	32.00	12.0300	\$0.00	\$1,029.77	\$1,029.77
1953804	08/10/21	6759AV	I	10.6100 TN	26.24	32.00	10.6100	\$0.00	\$908.22	\$908.22
1954414	08/12/21	6759AV	I	11.1000 TN	17.67	32.00	11.1000	\$0.00	\$950.16	\$950.16
1954775	08/14/21	6759AV	I	10.6900 TN	45.89	32.00	10.6900	\$0.00	\$915.06	\$915.06
1955339	08/16/21	6759AV	I	12.0600 TN	21.75	32.00	12.0600	\$0.00	\$1,032.34	\$1,032.34
1955725	08/17/21	6759AV	I	9.4500 TN	22.33	32.00	9.4500	\$0.00	\$808.92	\$808.92
1956379	08/19/21	6759AV	I	11.0000 TN	14.37	32.00	11.0000	\$0.00	\$941.60	\$941.60
1956750	08/20/21	6759AV	I	10.8300 TN	33.74	32.00	10.8300	\$0.00	\$927.05	\$927.05
1957288	08/23/21	6759DA	I	17.6000 TN	24.69	32.00	17.6000	\$0.00	\$1,506.56	\$1,506.56
1957638	08/24/21	6759AV	I	10.1300 TN	18.02	32.00	10.1300	\$0.00	\$867.13	\$867.13
1958355	08/26/21	6759AV	I	11.1200 TN	18.90	32.00	11.1200	\$0.00	\$951.87	\$951.87
1958737	08/27/21	6759AV	I	10.6400 TN	19.37	32.00	10.6400	\$0.00	\$910.78	\$910.78
1959252	08/30/21	6759AV	I	12.4300 TN	23.91	32.00	12.4300	\$0.00	\$1,064.01	\$1,064.01
1959629	08/31/21	6759AV	I	9.2200 TN	30.59	32.00	9.2200	\$0.00	\$789.23	\$789.23
1960334	09/02/21	6759AV	I	11.9000 TN	19.57	32.00	11.9000	\$0.00	\$1,018.64	\$1,018.64
1960752	09/04/21	6759AV	I	11.6500 TN	54.76	32.00	11.6500	\$0.00	\$997.24	\$997.24
1961019	09/06/21	6759DV	I	6.5900 TN	18.62	40.00	6.5900	\$0.00	\$564.10	\$564.10

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SUBU965496 - SUBURBAN DISPOSAL										
1308 - Brielle Boro										
107 - MSW/Household (MRF)										
1961462	09/07/21	6759DV	I	16.7900 TN	33.81	40.00	16.7900	\$0.00	\$1,437.22	\$1,437.22
1962186	09/09/21	6759AV	I	11.6900 TN	18.00	32.00	11.6900	\$0.00	\$1,000.66	\$1,000.66
1962555	09/10/21	6759AV	I	10.6700 TN	16.38	32.00	10.6700	\$0.00	\$913.35	\$913.35
1963073	09/13/21	6759AV	I	12.1200 TN	24.94	32.00	12.1200	\$0.00	\$1,037.47	\$1,037.47
1963395	09/14/21	6759AV	I	10.3400 TN	16.99	32.00	10.3400	\$0.00	\$885.10	\$885.10
1964113	09/16/21	6759AV	I	9.9300 TN	17.11	32.00	9.9300	\$0.00	\$850.01	\$850.01
1964476	09/17/21	6759AV	I	9.7100 TN	16.93	32.00	9.7100	\$0.00	\$831.18	\$831.18
1964994	09/20/21	6759AV	I	10.7200 TN	25.20	32.00	10.7200	\$0.00	\$917.63	\$917.63
1965333	09/21/21	6759AV	I	9.9700 TN	15.41	32.00	9.9700	\$0.00	\$853.43	\$853.43
1965997	09/23/21	6759BV	I	7.3300 TN	15.58	32.00	7.3300	\$0.00	\$627.45	\$627.45
1966304	09/24/21	6759AV	I	13.3000 TN	14.94	32.00	13.3000	\$0.00	\$1,138.48	\$1,138.48
1966876	09/27/21	6759AV	I	11.4800 TN	27.78	32.00	11.4800	\$0.00	\$982.69	\$982.69
1967128	09/28/21	6759AV	I	9.6000 TN	20.81	32.00	9.6000	\$0.00	\$821.76	\$821.76
1967741	09/30/21	6759AV	I	9.4300 TN	14.14	32.00	9.4300	\$0.00	\$807.21	\$807.21
1968071	10/01/21	6759AV	I	9.6800 TN	19.28	32.00	9.6800	\$0.00	\$828.61	\$828.61
1968651	10/04/21	6759AV	I	10.6800 TN	18.28	32.00	10.6800	\$0.00	\$914.21	\$914.21
1968892	10/05/21	6759AV	I	9.7700 TN	15.59	32.00	9.7700	\$0.00	\$836.31	\$836.31
1969566	10/07/21	6759AV	I	9.5600 TN	16.91	32.00	9.5600	\$0.00	\$818.34	\$818.34
1969983	10/08/21	6759AV	I	9.8200 TN	18.86	32.00	9.8200	\$0.00	\$840.59	\$840.59
1970525	10/11/21	6759AV	I	10.6300 TN	20.70	32.00	10.6300	\$0.00	\$909.93	\$909.93
1970752	10/12/21	6759AV	I	8.3000 TN	15.87	32.00	8.3000	\$0.00	\$710.48	\$710.48
1971485	10/14/21	6759BC	I	11.4100 TN	22.43	32.00	11.4100	\$0.00	\$976.70	\$976.70
1971804	10/15/21	6759BC	I	9.5900 TN	18.83	32.00	9.5900	\$0.00	\$820.90	\$820.90

MONMOUTH COUNTY RECLAMATION CENTER
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1308 - Brielle Boro										
107 - MSW/Household (MRF)										
1972449	10/18/21	6759AV	I	11.5800 TN	13.69	32.00	11.5800	\$0.00	\$991.25	\$991.25
1972663	10/19/21	6759AV	I	8.3000 TN	20.64	32.00	8.3000	\$0.00	\$710.48	\$710.48
1973284	10/21/21	6759AV	I	9.8600 TN	14.85	32.00	9.8600	\$0.00	\$844.02	\$844.02
1973663	10/22/21	6759AV	I	9.7200 TN	28.20	32.00	9.7200	\$0.00	\$832.03	\$832.03
1974208	10/25/21	6759CA	I	9.7900 TN	22.29	32.00	9.7900	\$0.00	\$838.02	\$838.02
1974531	10/26/21	6759AV	I	11.3200 TN	22.38	32.00	11.3200	\$0.00	\$968.99	\$968.99
1975088	10/28/21	6759AV	I	9.8300 TN	23.17	32.00	9.8300	\$0.00	\$841.45	\$841.45
1975588	10/30/21	6759CP	I	13.4000 TN	15.20	32.00	13.4000	\$0.00	\$1,147.04	\$1,147.04
1975861	11/01/21	6759AV	I	10.4200 TN	16.29	32.00	10.4200	\$0.00	\$891.95	\$891.95
1976164	11/02/21	6759AV	I	9.1100 TN	14.73	32.00	9.1100	\$0.00	\$779.82	\$779.82
1976830	11/04/21	6759AV	I	9.3500 TN	18.91	32.00	9.3500	\$0.00	\$800.36	\$800.36
1977213	11/05/21	6759AV	I	9.9100 TN	18.44	32.00	9.9100	\$0.00	\$848.30	\$848.30
1977726	11/08/21	6759AV	I	10.6000 TN	21.19	32.00	10.6000	\$0.00	\$907.36	\$907.36
1977996	11/09/21	6759AV	I	8.4100 TN	16.80	32.00	8.4100	\$0.00	\$719.90	\$719.90
1978618	11/11/21	6759AV	I	9.6400 TN	18.78	32.00	9.6400	\$0.00	\$825.18	\$825.18
1978934	11/12/21	6759AV	I	9.8500 TN	19.20	32.00	9.8500	\$0.00	\$843.16	\$843.16
1979453	11/15/21	6759CA	I	9.7200 TN	13.23	32.00	9.7200	\$0.00	\$832.03	\$832.03
1979786	11/16/21	6759AV	I	8.7100 TN	20.88	32.00	8.7100	\$0.00	\$745.58	\$745.58
1980763	11/19/21	6759AV	I	10.2900 TN	15.55	32.00	10.2900	\$0.00	\$880.82	\$880.82
1981200	11/22/21	6759CA	I	10.0600 TN	19.22	32.00	10.0600	\$0.00	\$861.14	\$861.14
1981399	11/22/21	6759AV	I	11.2700 TN	19.87	32.00	11.2700	\$0.00	\$964.71	\$964.71
1981619	11/23/21	6759AV	I	8.7900 TN	14.10	32.00	8.7900	\$0.00	\$752.42	\$752.42
1981961	11/24/21	6759AV	I	7.6900 TN	15.22	32.00	7.6900	\$0.00	\$658.26	\$658.26

EXHIBIT F

Vehicle Dedication Affidavit

State of New Jersey } *BRIELLE SOLID WASTE COLLECTION*
 }§§:
County of _____ }

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

All Statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Brielle may rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit, for use only in the Borough of Brielle, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in the Borough of Brielle is not feasible, that the Borough of Brielle will not be responsible for disposal costs for waste generated outside the Borough of Brielle.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Borough of Brielle to damages arising therefrom.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this
_____ day of _____, 2022

Notary Public of
My Commission expires _____, 20__

EXHIBIT G

Affirmative Action Affidavit

[illegible]

திதி:

Brielle Solid Waste
Collection Service

I, _____, of the _____ of _____ in the State of New
(Name of Affiant) (Borough, Township, or, City) (Name of Town)

Jersey, 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
(Full Name of Company)

for the above named project, in the capacity of _____, and I have executed the Bid
(Title of Affiant)

Proposal with full authority to do so. Further, the bidder will comply with the provisions of

Public Law 1975, Chapter 127, (Attached to and made part hereof) and shall require all

subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

Print Name of Firm or Individual

Title

Signature _____

Date _____

Subscribed and sworn to before me this _____ day of _____, 2022

Notary Public of:

My Commission expires _____, 20

EXHIBIT H

Indemnification & Hold Harmless Agreement

This Indemnification and Hold Harmless Agreement (the "Agreement") is executed in favor of the Borough of Brielle (the "Borough") by _____ (Name and title) authorized representative of _____ (the "Contractor") in consideration of the award of the Contract for the collection of Solid Waste (the "Contract") by the Borough to the Contractor, and shall be in addition to any remedies at law or equity that the Borough may otherwise have.

The Contractor shall and does hereby indemnify and hold harmless the Borough from and against all claims, damages, losses, and expenses including but not limited to all reasonable expenses such as attorneys' fees, incurred by the Borough, on any claim or claims 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 that results in any loss of life or property or in the injury or damage to persons or property in the performance of the terms and conditions as set forth in said Contract.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this
____ day of _____, 2022

Notary Public of

My Commission expires ____ 20__