

## BOUND BROOK LETTERHEAD

June 7, 2021


TO: All Prospective Bidders

FROM: Jasmine D. Mathis, Borough Clerk/Assistant Borough Administrator  
Borough of Bound Brook

RE: Request for Bids for Solid Waste Collection and Disposal Services  
Addendum No. 2

On April 30, 2021, the Borough of Bound Brook (the "Borough") issued a Request for Bids for the procurement of solid waste collection and disposal services.

The Borough is issuing this Addendum No. 2 in order to make various revisions and/or clarifications to the Request for Bids, and to respond to questions submitted by potential bidders.

  
Jasmine D. Mathis, Borough Clerk/Assistant  
Borough Administrator

Enclosure

cc: K. Conti, Esq.

# **BOROUGH OF BOUND BROOK**

## **ADDENDUM NO. 2**

### **REQUEST FOR BIDS FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

#### **1. Amends Bid Specifications, Section 1.1 - The Bid**

Section 1.1 of the Bid Specifications is amended to reflect a contract term of five years contract term of five years commencing on December 16, 2021 and ending on December 16, 2026, and is amended to read as follows:

The Borough Bound Brook is soliciting Bid Proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a period of **five years** commencing on December 16, 2021 and ending on December 16, 2026, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

#### **2. Amends Bid Specifications, Section 3.2 - Bid Guarantee**

The first sentence of Section 3.2 of the Bid Specifications is amended to reflect a contract term of five years, commencing on December 16, 2021 and ending on December 16, 2026, and is amended to read as follows:

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Bound Brook in the amount of 10% of the highest aggregate five (5) year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal.

#### **3. Amends Bid Specifications, Section 4.1 - Generally**

Section 4.1 B of the Bid Specifications is amended to reflect a contract term of five years, commencing on December 16, 2021 and ending on December 16, 2026, and is amended to read as follows:

B. The Contract will be awarded to the Bidder whose aggregate bid price for a five (5) year Contract for the selected option or options is the lowest, responsible Bid.

#### **4. Amends Bid Specifications, Section 4.4 - Performance Bond**

The first sentence of Section 4.4 A of the Bid Specifications is amended to reflect a contract term of five years, commencing on December 16, 2021 and ending on December 16, 2026, and is amended to read as follows:

A. The successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the five (5)-year Contract.

**5. Amends Bid Specifications, Section 6.8 – Proposal**

The first sentence of Section 6.8 of the Bid Specifications is amended to reflect a contract term of five years, commencing on December 16, 2021 and ending on December 16, 2026, and is amended to read as follows:

Proposal for Solid Waste Collection and Disposal Services for five (5) years, commencing on or about December 1, 2021 and terminating on November 30, 2026:

**6. Amends Bid Specifications, Section 6.8.1 – Proposal Option #1**

See attached revised proposal pages for Proposal Option #1.

**7. Amends Bid Specifications, Section 6.8.2 – Proposal Option #2**

See attached revised proposal pages for Proposal Option #2.

**8. Amends Bid Specifications, Section 6.8.3 – Proposal Option #3**

See attached revised proposal pages for Proposal Option #3.

**9. Amends Bid Specifications, Appendix D – Form of Contract,  
Article Two – Time of Delivery and Performance**

Appendix D – Form of Contract, Article Two - Time of Delivery and Performance of the Bid Specifications is amended to reflect a contract term of five years, commencing on December 16, 2021 and ending on December 16, 2026, and is amended to read as follows:

**ARTICLE TWO: TIME OF DELIVERY AND PERFORMANCE:** Said delivery of performance shall be in accordance with the provisions of the Contract Documents, that is, for a period of five (5) years.

**10. Amends Bid Specifications, Appendix D – Form of Contract,  
Article Eleven – Payment**

Appendix D – Form of Contract, Article Eleven - Payment, Paragraph A of the Bid Specifications is amended to reflect a contract term of five years, commencing on December 16, 2021 and ending on December 16, 2026, and is amended to read as follows:

- A. Owner agrees to pay Contractor and Contractor agrees to accept for said work and materials when completed or delivered, as the case may be, a monthly prorated flat fee of \$\_\_\_\_\_, for an annual amount not to exceed \_\_\_\_\_ in Year 1, \$\_\_\_\_\_ in Year 2 of the Contract, \$\_\_\_\_\_ in Year 3 of the Contract, \$\_\_\_\_\_ in Year 4 of the Contract, and \$\_\_\_\_\_ in Year 5 of the Contract.

**11. Amends Bid Specifications, Section 1.4 – Documents to Be Submitted**

Section 1.4, Item #7 of the Bid Specifications is amended to delete the reference to Alternate #1, and is amended to read as follows:

7. Bid Proposal for Options #1, #2, and #3;

**12. Amends Bid Specifications, Section 6.8 – Proposal**

Section 6.8 of the Bid Specifications is amended to delete the reference to Alternate #1, and is amended to read as follows:

TO BOROUGH OF BOUND BROOK, NEW JERSEY:

I or We .....

of .....

.....

[COMPLETE ADDRESS]

.....

[CITY, STATE, ZIP]

hereby agree to provide complete performance in accordance with the Contract and Specifications for the Prices listed on the Proposal Sheets below for Option #1, Option #2, and Option #3.

**NOTE: Bidders are required to sign all Option Proposal sheets. Bidders are required to bid on all Options.**

**13. Amends Bid Specifications, Appendix D – Form of Contract,**

Appendix D – Form of Contract, third WHEREAS clause is amended to delete the reference to Alternate #1, and is amended to read as follows:

WHEREAS all of the same Goods and Services are to be furnished pursuant to State Law and Regulations and the published bid advertisement of Owner, including the Notice to Bidders, Bid Specifications, and other plans, drawings and addenda distributed by Owner, and the Bid Proposal by Contractor, the Awarding Resolution, the Notice of Award and Notice to Proceed, provided or to be provided, and this Contract (all collectively referred to as the "Contract Documents" and which are incorporated herein by reference and made a part hereof as though more fully set forth at length herein) for an amount not to exceed \$\_\_\_\_\_ for the length of the contract.

In addition, the Owner will pay the Contractor and the Contractor will accept the sum of \$\_\_\_\_\_ per Extra Waste coupon purchased by residents for collection and disposal of each 25 pounds of Type 10 solid waste or Type 13 Bulky Waste during the term of the Contract, as per OPTION # \_\_\_\_, selected by the Owner.

**14. Amends Bid Specifications, Appendix D - Form of Contract,**

Appendix D - Form of Contract, Article One - Scope of Work is amended to delete the reference to Alternate #1, and is amended to read as follows:

**ARTICLE ONE: SCOPE OF WORK.** Contractor covenants and agrees to provide all necessary machinery, tools and equipment and to do and perform in a good and workmanlike manner all the work and labor required to be furnished and delivered, done and performed in conformity with the Contract Documents hereto annexed which said Contract Documents and Contractor's Bid Proposal annexed thereto are hereby made a part of this Contract as fully and with the same effect as if the same had been set forth in the body of this Contract. In accordance with OPTION #\_\_\_\_\_, selected by the Owner, Contractor agrees to collect and dispose of the solid waste required to be collected and disposed of under such OPTION. Collection of solid waste will be performed within the territorial and geographical boundaries of the Borough of Bound Brook as described in Section 5.5 Collection Schedule of the Bid Specifications.

**15. Amends Bid Specifications, Appendix D - Form of Contract,  
Article Eleven -Payment**

Appendix D - Form of Contract, Article Eleven - Payment, Paragraph B of the Bid Specifications is amended to delete the reference to Alternate #1, and is amended to read as follows:

B. In addition, the Owner will pay the Contractor and the Contractor will accept the sum of \$\_\_\_\_\_ per Extra Waste coupon purchased from the Owner by residents for collection and disposal of each twenty (25) pounds of Type 10 solid waste or Type 13 Bulky Waste during the term of the Contract, as per OPTION # \_\_\_\_, in accordance with the Bid Specifications.

**16. Amends Bid Specifications, Section 5.20 – Termination**

The final sentence of Section 5.20 of the Bid Specifications is amended to read as follows:

The Contractor shall be liable for the amount of such excess to the Borough of Bound Brook and the performance bond or letter of credit shall be security for any additional costs to the Borough of Bound Brook for the provision of the Work.

**17. Amends Bid Specifications, Section 1.2 – Changes to the Bid Specifications**

Section 1.2 of the Bid Specifications is amended to read to add the following sentence:

The final date for the submittal of questions pertaining to and/or requests for revisions to the Bid Specifications is Tuesday, June 15, 2021. Any questions or requests for revisions to the Bid Specifications after June 15, 2021 will not be answered.

The Contractor shall be liable for the amount of such excess to the Borough of Bound Brook and the performance bond or letter of credit shall be security for any additional costs to the Borough of Bound Brook for the provision of the Work.

All other provisions regarding the submission and receipt of Bids, including the time and location, remain unchanged.

A Bidder should acknowledge receipt of this Addendum No. 2 on the Acknowledgment of Receipt of Addenda form to be submitted as part of its Bid.

6.8.1. PROPOSAL OPTION #1 (See Section 5.3)

A) One (1) weekday per week (Monday through Friday) curbside collection and disposal of Type 10 solid waste from residential properties (See Section 5.3 Option 1 at Paragraph 1).

	<u>Type 10 Solid Waste Collection and Disposal</u>
Year 1	\$_____
Year 2	\$_____
Year 3	\$_____
Year 4	\$_____
Year 5	\$_____
Total	\$_____

B) Once per day – Sunday through Saturday collection and disposal of Type 10 solid waste from Municipal Litter Baskets/Cans (See Section 5.3 Option 1 at Paragraph 2).

	<u>Type 10 Solid Waste Collection and Disposal</u>
Year 1	\$_____
Year 2	\$_____
Year 3	\$_____
Year 4	\$_____
Year 5	\$_____
Total	\$_____

C) One (1) weekday per week (Monday through Friday) collection and disposal of Type 10 solid waste from Institutional/Municipal Dumpsters (See Section 5.3 Option 1 at Paragraph 3).

	<u>Type 10 Solid Waste Collection and Disposal</u>
Year 1	\$_____

Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Total	\$ _____

D) Extra Waste (See Section 5.3 Option 1 at Paragraph 4).

Type 10 and Type 13 Collection and Disposal

Year 1	\$ _____ per 25 lb. container
Year 2	\$ _____ per 25 lb. container
Year 3	\$ _____ per 25 lb. container
Year 4	\$ _____ per 25 lb. container
Year 5	\$ _____ per 25 lb. container

TOTAL PROPOSAL OPTION #1

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Total Contract Amount	\$ _____



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

.....

Authorized Signature

.....

Title

### 6.8.2. PROPOSAL OPTION #2

A) One (1) weekday per week (Monday through Friday) curbside collection and disposal of Type 10 solid waste from residential properties (Section 5.3 Option 2 at Paragraph 1).

	<u>Type 10 Solid Waste Collection and Disposal</u>
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Total	\$ _____

### B) Municipal Litter Baskets/Cans

(B1). Once (1) per weekday (Monday through Friday) and Saturday collection and disposal of Type 10 solid waste from Borough's trash receptacles (litter baskets) (See Section 5.3 Option 2 at Paragraph 2a).

	<u>Type 10 Solid Waste Collection and Disposal</u>
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Total	\$ _____

(B2). Once (1) per weekday (Monday through Friday) and Saturday collection and disposal of Type 10 solid waste from Borough's trash receptacles (litter baskets) (See Section 5.3 Option 2 at Paragraph 2b).

Type 10 Solid Waste Collection and Disposal

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Total	\$ _____

C. One (1) weekday per week (Monday through Friday) collection and disposal of Type 10 solid waste from Institutional/Municipal Dumpsters (See Section 5.3 Option 2 at Paragraph 3).

Type 10 Solid Waste  
Collection and Disposal

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Total	\$ _____

D. Extra Waste (See Section 5.3 Option 2 at Paragraph 4)

Type 10 and Type 13  
Collection and Disposal

Year 1	\$ _____ per 25 lb. container
Year 2	\$ _____ per 25 lb. container
Year 3	\$ _____ per 25 lb. container

Year 5                      \$\_\_\_\_\_ per 25 lb. container

Year 1                                  \$ \_\_\_\_\_

Year 2                      \$ \_\_\_\_\_

Year 3                      \$ \_\_\_\_\_

Year 4                      \$\_\_\_\_\_

Year 5                      \$\_\_\_\_\_

Total Contract Amount \$\_\_\_\_\_

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

.....

Authorized Signature

.....

Title

### 6.8.3. PROPOSAL OPTION #3

A) One (1) weekday per week (Monday through Friday) curbside collection and disposal of Type 10 solid waste from residential properties (Section 5.3 Option 3 at Paragraph 1).

	<u>Type 10 Solid Waste Collection and Disposal</u>
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Total	\$ _____

#### B) Municipal Litter Baskets/Cans

(B1). Once (1) per weekday (Monday through Friday), collection and disposal of Type 10 solid waste from Borough's trash receptacles (litter baskets) (See Section 5.3 Option 3 at Paragraph 2a).

	<u>Type 10 Solid Waste Collection and Disposal</u>
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Total	\$ _____

(B2). Once (1) per weekday (Monday through Friday), collection and disposal of Type 10 solid waste from Borough's trash receptacles (litter baskets) (See Section 5.3 Option 3 at Paragraph 2

Type 10 Solid Waste Collection and Disposal

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Total	\$ _____

C. One (1) weekday per week (Monday through Friday) collection and disposal of Type 10 solid waste from Institutional/Municipal Dumpsters (See Section 5.3 Option 3 at Paragraph 3).

Type 10 Solid Waste Collection and Disposal

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Total	\$ _____

D. Extra Waste (See Section 5.3 Option 3 at Paragraph 4)

Type 10 and Type 13 Collection and Disposal

Year 1	\$ _____ per 25 lb. container
Year 2	\$ _____ per 25 lb. container
Year 3	\$ _____ per 25 lb. container
Year 4	\$ _____ per 25 lb. container
Year 5	\$ _____ per 25 lb. container

TOTAL PROPOSAL OPTION #3

Year 1 \$ \_\_\_\_\_

Year 2 \$ \_\_\_\_\_

Year 3 \$ \_\_\_\_\_

Year 4 \$ \_\_\_\_\_

Year 5 \$ \_\_\_\_\_

Total Contract Amount \$ \_\_\_\_\_

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

.....

Authorized Signature

.....

Title

The following questions were received by the Borough from potential bidders:

1. What was the tonnage in 2019 & 2020?

**Response:** See attached annual tonnage amounts for 2019 and 2020 based upon NJDEP records as the Borough does not have records that reflect tonnages for 2019 and 2020.

Bound Brook Waste by Type/Year (tons)		
Waste Type	2019	2020
10	4,602.55	5,179.10
13	1,446.84	1,184.16
Yearly Total	6,049.39	6,363.26

2. Is subcontracting permissible on this contract?

**Response:** Subcontracting of collection services will not be permitted under this contract.

3. Can you please provide a tonnage report for solid waste for 2020 and year-to-date as well?

**Response:** See response to Question #1 above.

4. Our Bonding Company wants me to ask if the Borough if we can use our own standard Bid Bond Form (attached)? The Bid Specs provided a "Sample" but we just want to be sure you won't be penalized if we do not use it.

**Response:** Without providing any opinion on the bid bond form attached to the question, bidders are encouraged to use the bid bond form attached to the Bid Specification in Section 6.4 Bid Guarantee. Use of forms other than those provided in the Bid Specifications may result in a determination that the bidder submitted a non-compliant bid unless the bid bond form submitted by the bidder and its surety provides all of the protections afforded to the Borough by the bid form included in Section 6.4 of the Bid Specifications. There will be no penalty to a bidder for not using the bid bond, consent of surety, and performance bond forms included in the Bid Specifications provided that the bid bond, consent of surety and performance bond forms submitted with a bid or with the executed are deemed to afford the Borough with the same protections as the bid bond, consent of surety and performance bond forms included in the Bid Specifications.

5. Will the Borough accept the revisions proposed below to the attached Specs, or will the



Borough accept the surety's standard Performance Bond form and Consent of Surety, also attached.

a) The Termination Clause in the Bid Specifications on page 18:

**"The Contractor shall be liable for the amount of such excess to the Borough of Bound Brook and the performance bond or letter of credit shall be security for the [indemnification] performance of the Borough of Bound Brook, subject to the penal sum of said security."**

**Response:** See response to Question #4 . The Borough rejects the revision proposed above in the Termination Clause in Section 5.20 Termination of the Bid Specifications. However, the Borough will agree to modify the final sentence of this Section as follows:

The Contractor shall be liable for the amount of such excess to the Borough of Bound Brook and the performance bond or letter of credit shall be security for the additional costs for the performance of the Work to the Borough of Bound Brook, subject to the penal sum of said security.

b) Article Nine of contract. Page 67/76 of Specs PDF:

**"ARTICLE NINE: Contractor agrees that in the event its default under the terms of this Contract necessitates any legal action by Owner against Contractor or its Surety, upon adjudication of said suit in Owner's favor, Owner shall be entitled to receive (i) costs of suit (ii) costs of discovery (iii) reasonable counsel fees in an amount awarded by the Court (iv) contractor's fees for completion of work and expert preparation and testimony in Court in such amounts as awarded by the Court, and the above remedies shall be in addition to such damages as are awarded by the Court on the merits of Owner's claim. In such event the Sureties liability shall be subject to the penal sum of the performance Bond."**

**Response:** The Borough generally concurs with the comment and agrees to amend Article Nine of the contract to add the following sentence:

In such event, the Surety's liability shall be subject to the penal sum of the Performance Bond.