

<b>CONTRACT AWARD</b>		
<b>AB2023-06 REMOVAL AND DISPOSAL OF SOLID WASTE AND RECYCLABLES FROM VARIOUS LOCATIONS IN MERCER COUNTY</b>		
<b>RESOLUTION: 2023-521</b>		
<b>CONTRACT TERM: MAY 1, 2023 THROUGH APRIL, 30, 2026</b>		
NAME OF BIDDER	MERCER GROUP INTERNATIONAL OF NJ, INC.	
ADDRESS	1519 CALHOUN STREET	
CITY, STATE, ZIP	TRENTON, NJ 08638	
CONTACT	NICHOLAS PACITTI	
TELEPHONE	609-341-9100	
FAX	N/A	
CONTINUITY OF OPERATIONS DURING EMERGENCY	YES	
<b>TOTAL YEAR ONE</b>	<b>\$</b>	<b>159,314.20</b>
<b>TOTAL YEAR TWO</b>	<b>\$</b>	<b>176,848.36</b>
<b>TOTAL YEAR THREE</b>	<b>\$</b>	<b>181,794.12</b>
<b>GRAND TOTAL THREE YEARS</b>	<b>\$</b>	<b>517,956.68</b>

AB2023-06 RECYCLING AND WASTE RATES YEAR ONE THROUGH THREE

Type, Year One	Size	Unit Cost 1 x per week	Annual rate (Unit Cost X 52)	Number of Containers	Total Annual Rate	Unit Cost 2 x per week	Annual rate (Unit Cost X 52)	Number of Containers	Total Annual Rate	Unit Cost 3 x per week	Annual rate (Unit Cost X 52)	Number of Containers	Total Annual Rate
<b>RECYCLED MATERIALS</b>													
ARM COMMINGLED	2 cubic yards	\$ 2.97	\$ 154.44	3	\$ 463.32								
ARM COMMINGLED	3 cubic yards	\$ 2.97	\$ 154.44	3	\$ 463.32								
ARM COMMINGLED	4 cubic yards	\$ 2.97	\$ 154.44	2	\$ 308.88								
ARM COMMINGLED	6 cubic yards	\$ 2.97	\$ 154.44	7	\$ 1,081.08	\$ 6.03	\$ 313.56	1	\$ 313.56				
ARM COMMINGLED	8 cubic yards	\$ 2.97	\$ 154.44	3	\$ 463.32								
ARM COMMINGLED	96 Gallon	\$ 2.97	\$ 154.44	4	\$ 617.76								
<b>GENERAL WASTE</b>													
GENERAL WASTE	2 cubic yards	\$ 12.93	\$ 672.36	7	\$ 4,706.52	\$ 25.89	\$ 1,346.28	2	\$ 2,692.56				
GENERAL WASTE	3 cubic yards	\$ 19.26	\$ 1,001.52	5	\$ 5,007.60	\$ 38.31	\$ 1,992.12	1	\$ 1,992.12				
GENERAL WASTE	4 cubic yards	\$ 24.38	\$ 1,267.76	5	\$ 6,338.80								
GENERAL WASTE	6 cubic yards					\$ 78.95	\$ 11.00	3	\$ 33.00	\$ 118.45	\$ 6,159.40	1	\$ 6,159.40
GENERAL WASTE	8 cubic yards	\$ 42.37	\$ 2,203.24	1	\$ 2,203.24	\$ 84.76	\$ 4,407.52	4	\$ 17,630.08				
GENERAL WASTE	10 cubic yards	\$ 69.68	\$ 3,623.36	3	\$ 10,870.08					\$ 209.03	\$ 10,869.56	1	\$ 10,869.56
GENERAL WASTE	30 cubic yards	\$ 190.00	\$ 9,880.00	4	\$ 39,520.00								
<b>TOTAL</b>					\$ 72,043.92				\$ 22,661.32				\$ 17,028.96
<b>TOTAL FOR YEAR ONE</b>		\$ 111,734.20											

RECYCLING AND WASTE RATES YEAR ONE THROUGH THREE

Type, Year TWO	Size	Unit Cost 1 x per week	Annual rate (Unit Cost X 52)	Number of Containers	Total Annual Rate	Unit Cost 2 x per week	Annual rate (Unit Cost X 52)	Number of Containers	Total Annual Rate	Unit Cost 3 x per week	Annual rate (Unit Cost X 52)	Number of Containers	Total Annual Rate
<b>RECYCLED MATERIALS</b>													
ARM COMMINGLED	2 cubic yards	\$ 3.06	\$ 159.12	3	\$ 477.36								
ARM COMMINGLED	3 cubic yards	\$ 3.06	\$ 159.12	3	\$ 477.36								
ARM COMMINGLED	4 cubic yards	\$ 3.06	\$ 159.12	2	\$ 318.24								
ARM COMMINGLED	6 cubic yards	\$ 3.06	\$ 159.12	7	\$ 1,113.84	\$ 6.21	\$ 322.92	1	\$ 322.92				
ARM COMMINGLED	8 cubic yards	\$ 3.06	\$ 159.12	3	\$ 477.36								
ARM COMMINGLED	96 Gallon	\$ 3.06	\$ 159.12	4	\$ 636.48								
<b>GENERAL WASTE</b>													
GENERAL WASTE	2 cubic yards	\$ 13.31	\$ 692.12	7	\$ 4,844.84	\$ 26.67	\$ 1,386.84	2	\$ 2,773.68				
GENERAL WASTE	3 cubic yards	\$ 19.84	\$ 1,031.68	5	\$ 5,158.40	\$ 39.46	\$ 2,051.92	1	\$ 2,051.92				
GENERAL WASTE	4 cubic yards	\$ 25.11	\$ 1,305.72	5	\$ 6,528.60								
GENERAL WASTE	6 cubic yards					\$ 81.32	\$ 4,228.64	3	\$ 12,685.92	\$ 122.00	\$ 6,344.00	1	\$ 6,344.00
GENERAL WASTE	8 cubic yards	\$ 44.64	\$ 2,321.28	1	\$ 2,321.28	\$ 87.30	\$ 4,539.60	4	\$ 18,158.40				
GENERAL WASTE	10 cubic yards	\$ 73.86	\$ 3,840.72	3	\$ 11,522.16					\$ 215.30	\$ 11,195.60	1	\$ 11,195.60
GENERAL WASTE	30 cubic yards	\$ 195.00	\$ 10,140.00	4	\$ 40,560.00								
<b>TOTAL</b>					\$ 74,435.92				\$ 35,992.84				\$ 17,539.60
<b>TOTAL FOR YEAR TWO</b>		\$ 127,968.36											

RECYCLING AND WASTE RATES YEAR ONE THROUGH THREE

Type, Year THREE	Size	Unit Cost 1 x per week	Annual rate (Unit Cost X 52)	Number of Containers	Total Annual Rate	Unit Cost 2 x per week	Annual rate (Unit Cost X 52)	Number of Containers	Total Annual Rate	Unit Cost 3 x per week	Annual rate (Unit Cost X 52)	Number of Containers	Total Annual Rate
<b>RECYCLED MATERIALS</b>													
ARM COMMINGLED	2 cubic yards	\$ 3.15	\$ 163.80	3	\$ 491.40								
ARM COMMINGLED	3 cubic yards	\$ 3.15	\$ 163.80	3	\$ 491.40								
ARM COMMINGLED	4 cubic yards	\$ 3.15	\$ 163.80	2	\$ 327.60								
ARM COMMINGLED	6 cubic yards	\$ 3.15	\$ 163.80	7	\$ 1,146.60	\$ 6.40	\$ 332.80	1	\$ 332.80				
ARM COMMINGLED	8 cubic yards	\$ 3.15	\$ 163.80	3	\$ 491.40								
ARM COMMINGLED	96 Gallon	\$ 3.15	\$ 163.80	4	\$ 655.20								
<b>GENERAL WASTE</b>													
GENERAL WASTE	2 cubic yards	\$ 13.71	\$ 712.92	7	\$ 4,990.44	\$ 27.47	\$ 1,428.44	2	\$ 2,856.88				
GENERAL WASTE	3 cubic yards	\$ 20.44	\$ 1,062.88	5	\$ 5,314.40	\$ 40.64	\$ 2,113.28	1	\$ 2,113.28				
GENERAL WASTE	4 cubic yards	\$ 25.86	\$ 1,344.72	5	\$ 6,723.60								
GENERAL WASTE	6 cubic yards					\$ 83.76	\$ 4,355.52	3	\$ 13,066.56	\$ 125.66	\$ 6,534.32	1	\$ 6,534.32
GENERAL WASTE	8 cubic yards	\$ 45.98	\$ 2,391.00	1	\$ 2,391.00	\$ 89.92	\$ 4,675.84	4	\$ 18,703.36				
GENERAL WASTE	10 cubic yards	\$ 76.08	\$ 3,956.16	3	\$ 11,868.48					\$ 221.45	\$ 11,515.40	1	\$ 11,515.40
GENERAL WASTE	30 cubic yards	\$ 200.00	\$ 10,400.00	4	\$ 41,600.00								
<b>TOTAL</b>					\$ 76,491.52				\$ 37,072.88				\$ 18,049.72
<b>TOTAL FOR YEAR THREE</b>		\$ 131,614.12											

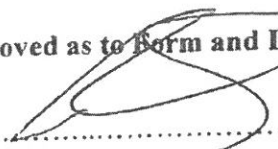
**GRAND TOTAL FOR ALL THREE YEARS** \$ 371,316.68

**UNIT PRICE FOR EACH WILL CALL PICK UP** \$ 175.00

AB2023-06 ROLL OFF CONTAINERS AND COMPACTORS MONTHLY RENTAL AND WEEKLY PULL CHARGES FOR YEARS ONE THROUGH THREE					
YEAR ONE	SIZE	TOTAL COST RENTAL AND HAUL 1 X PER WEEK	ANNUAL RATE	NUMBER OF CONTAINERS	TOTAL CHARGE
<b>ROLL-OFF CONTAINERS</b>					
OPEN BOX (HAUL ONLY)	40 CY YD	\$ 195.00	\$ 10,140.00	1	\$ 10,140.00
<b>COMPACTORS WITH MONITORING SYSTEM</b>					
YEAR ONE	SIZE	TOTAL COST RENTAL AND HAUL 1 X PER WEEK MONITORED	ANNUAL RATE	NUMBER OF COMPACTORS	TOTAL CHARGE
SELF-CONTAINED COMPACTORS	30 CY YD	\$ 360.00	\$ 18,720.00	1	\$ 18,720.00
SELF-CONTAINED COMPACTOR REAR LOAD FOR CORRECTION CENTER	34 CY YD	\$ 360.00	\$ 18,720.00	1	\$ 18,720.00
<b>TOTAL PER YEAR ONE</b>					\$ 47,580.00
YEAR TWO	SIZE	TOTAL COST RENTAL AND HAUL 1 X PER WEEK	ANNUAL RATE	NUMBER OF CONTAINERS	TOTAL CHARGE
<b>ROLL-OFF CONTAINERS</b>					
OPEN BOX (HAUL ONLY)	40 CY YD	\$ 200.00	\$ 10,400.00	1	\$ 10,400.00
<b>COMPACTORS WITH MONITORING SYSTEM</b>					
YEAR TWO	SIZE	TOTAL COST RENTAL AND HAUL 1 X PER WEEK MONITORED	ANNUAL RATE	NUMBER OF COMPACTORS	TOTAL CHARGE
SELF-CONTAINED COMPACTORS	30 CY YD	\$ 370.00	\$ 19,240.00	1	\$ 19,240.00
SELF-CONTAINED COMPACTOR REAR LOAD FOR CORRECTION CENTER	34 CY YD	\$ 370.00	\$ 19,240.00	1	\$ 19,240.00
<b>TOTAL PER YEAR TWO</b>					\$ 48,880.00
YEAR THREE	SIZE	TOTAL COST RENTAL AND HAUL 1 X PER WEEK	ANNUAL RATE	NUMBER OF CONTAINERS	TOTAL CHARGE
<b>ROLL-OFF CONTAINERS</b>					
OPEN BOX (HAUL ONLY)	40 CY YD	\$ 205.00	\$ 10,660.00	1	\$ 10,660.00
<b>COMPACTORS WITH MONITORING SYSTEM</b>					
YEAR THREE	SIZE	TOTAL COST RENTAL AND HAUL 1 X PER WEEK MONITORED	ANNUAL RATE	NUMBER OF COMPACTORS	TOTAL CHARGE
SELF-CONTAINED COMPACTORS	30 CY YD	\$ 380.00	\$ 19,760.00	1	\$ 19,760.00
SELF-CONTAINED COMPACTOR REAR LOAD FOR CORRECTION CENTER	34 CY YD	\$ 380.00	\$ 19,760.00	1	\$ 19,760.00
<b>TOTAL PER YEAR THREE</b>					\$ 50,180.00
<b>GRAND TOTAL THREE YEARS</b>		\$ 146,640.00			

Approved as to Form and Legality

Date

  
.....  
County Counsel

..... July 20, 2023 .....

AWARD OF BID RECEIVED MARCH 30,2023 TO MERCER GROUP INTERNATIONAL OF NJ., INC FOR REMOVAL AND DISPOSAL OF SOLID WASTE AND RECYCLABLES FOR VARIOUS MERCER COUNTY FACILITIES. PERIOD: MAY 1,2023 THROUGH APRIL 30,2026 WITH AN OPTION TO EXTEND FOR TWO (2) YEARS BASED ON THE INDEX RATE. TOTAL AMOUNT NOT TO EXCEED \$996,475.00(AB2023-06)

WHEREAS, the Mercer County Purchasing Department has advertised for bids for Removal and Disposal of Solid Waste and Recycling for Various County Facilities through bid terms and specifications, as provided by law; and,

WHEREAS, one (1) sealed bid was received on March 30,2023 in connection with the aforementioned services; and,

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder; and,

.....  
Clerk to the Board

RECORD OF VOTE													
COMMISSIONERS	Aye	Nay	N.V.	Abs.	Res.	Sec.	COMMISSIONERS	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cimino	X				✓		Melker	X					✓
Frisby				X			Stokes				X		
Lewis	X						Walter	X					
McLaughlin	X												

X—Indicates Vote      Abs.—Absent      N.V.—Not Voting  
Res.—Resolution Moved      Sec.—Resolution Seconded

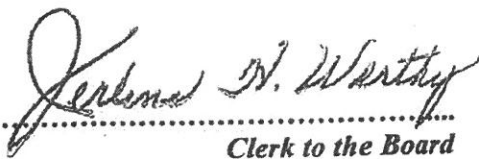
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WHEREAS, the bid received from Mercer Group International of NJ, Inc., 1519 Calhoun Street, Trenton NJ, 08638, shall be awarded for the period of May 1, 2023 through April 30, 2026 in the total amount not to exceed of \$996,475.00; and,

WHEREAS, the Temporary Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution, said certification is on file with the Clerk to the Board, and such funds are available contingent upon the inclusion in and adoption of the 2023, 2024, 2025 and 2026 Mercer County Budgets; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute said contract when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Mercer County Purchasing Department for further distribution.

  
.....  
**Clerk to the Board**

**AB2023-06**  
**SPECIFICATIONS FOR REMOVAL AND DISPOSAL OF SOLID WASTE AND  
RECYCLABLES THROUGHOUT MERCER COUNTY FOR A PERIOD OF THREE (3) YEARS  
WITH AN OPTION TO EXTEND TWO (2) YEARS BASED ON THE INDEX RATE**

**INTENT**

The County of Mercer requests bids for removal and disposal of solid waste and recyclables from various county facilities for a period of three (3) years with the option to extend two (2) years based upon the index rate. Bidders shall comply with the requirements of N.J.A.C. 7:26. Contract shall commence May 1, 2023. Please submit all questions in writing via email to [imaldonado@mercercounty.org](mailto:imaldonado@mercercounty.org).

**SCOPE OF WORK**

The Contractor will be responsible for the removal of waste and recyclables from all locations listed in this specification will remove all waste and provide all necessary recycling containers waste Compactors and waste Containers. Disposal of solid waste shall be at a facility licensed and approved by the Mercer County Improvement Authority. The Contractor will assume all costs for the disposal of solid waste. Vendor shall provide a contract administrator for this account. Please provide name and telephone number.

This contract shall be consistent with the New Jersey Recycling Act and the Mercer County Solid Waste Management Plan including provisions of the Mercer County Recycling Plan Ordinance.

The contractor shall comply with all referenced statutes and ordinances which are currently in effect in the State of New Jersey and the County of Mercer. Contact the Mercer County Improvement Authority at (609) 278-8100 with questions regarding Solid Waste Disposal and Recycling. According to the Universal Waste Rule as promulgated by the US EPA, there shall be no restriction as to the type of waste collected except that material as defined by the New Jersey Recycling Act.

All waste containers shall be provided by the vendor and shall be clearly identified for waste collection intended, e.g., solid waste shall be marked as such and recyclables shall be marked accordingly. All recyclable containers shall be secured by a locking device.

The Contractor shall not remove solid waste materials contaminated with recyclables designated for source separation by the Mercer County Recycling Ordinance. If the Contractor finds containers of solid waste materials contaminated with recyclable materials, he shall notify the County designee and the Mercer County Improvement Authority. After three notifications the Contractor shall not remove containers until the County has removed the contaminants. The County is responsible to ensure that waste is not commingled with recycling.

If the contaminants are not detected until the solid waste reaches the Mercer County Transfer Station, the Contractor shall endeavor to ascertain the source of said contamination and notify the County Designee. Commingling of solid waste and

recyclables is a violation of law and the Contractor will be held responsible for the enforcement thereof.

The Contractor shall maintain all containers in good repair. All containers shall be painted as required to maintain good appearance. Containers that cannot be repaired or repainted shall be replaced.

The County reserves the right to add, delete, or relocate containers and compactors; and increase or decrease the size of containers and compactors as necessary based on the needs of each facility.

The Contractor will be compensated as per the terms and rates specified in the bid proposal. The Contractor will provide a replacement Container or Compactor within 24 hours of notice. The county shall be billed only for actual removal and disposal at each facility. If the contractor is unable to provide the pull or disposal as per the attached schedule (refer to Appendix A and the proposal pages) the County shall not be billed.

Compactor located at the Correction Center shall be self-contained. Due to the high volume of food waste, said container shall not leak and shall be cleaned and sanitized weekly.

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, in the performance of the Contract. These laws include, but are not limited 40A:11-1 et seq., and N.J.A.C. 5:34 and 7:26.

### **COMPACTORS AND ROLL OFF WASTE CONTAINERS**

The County requires **New**, leak-proof Compactors and Waste Containers with an internal on-call device, which signals the Waste Hauler that the container is full. The Compactor at the Mercer County Correction Center shall be rear-loading.

The Contractor shall provide and retain ownership of the new compactors and containers, equipment and software throughout the contract period. The installation of New Compactors shall include but not be limited to electric, chute or ramp work, enclosures and fencing, flatwork/concrete work and guide rails of the above containers shall be at the sole expense of the contractor. The compactor on-call Device shall be set for an 85% full call in order to allow time for pick-up.

### **COLLECTION QUANTITIES**

The County has provided historical tonnage collected by the current vendor in 2021 and as of November 2022. **This information is presented for informational purposes only and has been provided by the current contractor. The proposal pages are based upon the cost to rent and haul containers.**

### **COMPACTORS AND OPEN TOP ROLL OFF CANS**

2021 – 812 Tons

2020 – 788 Tons

**FRONT END**

2021 – 733 MSW Tons & 224 Recycling Tons

2020 – 724 MSW Tons & 152 Recycling Tons

**BILLING**

The Contractor shall submit monthly billings for each location serviced. Said billings shall be remitted to the user Department. All invoices for collection shall be accompanied by a hard copy and electronic spreadsheet in Microsoft Excel format, to include; date of invoice, facility serviced, County, weight, weight slip number, the period of time for which service was rendered, container size, number of containers, frequency of service, haul fee, waste and recycling type, name and address of disposal facility, tipping fee base rate and all associated miscellaneous charges and total charges.

**CONTINUITY OF SERVICE DURING EMERGENCIES**

The Contractor shall have contingency plans to ensure that the Services continue during emergency periods such as, but not limited to, major equipment breakdown, national or local strikes, severe weather conditions, power outages and traffic disruptions. The Technical Proposal shall indicate a description of the Contractor's contingency plan for ensuring Services during emergencies. Collections curtailed by emergency conditions shall be picked up within 48 hours of the regularly scheduled collection.

**TELEPHONE FACILITIES AND EQUIPMENT**

The Contractor must provide and maintain a telephone and e-mail service to receive complaints or inquiries from the Contract Administrators or designee. The Contractor shall ensure that the phone service is activated prior to the commencement of service.

The Contractor shall promptly and properly attend to all complaints and all notices, directives and orders of the Contract Administrator or his/her designee within twenty-four (24) hours of 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 County of Mercer.

**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.

**WAGE REPORTING**

The Contractor and any Subcontractor thereof engaged under a Contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68



with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract.

- A.** The Contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the Contract, and any other records deemed necessary by the Commissioner for the enforcement of wage payments. In addition, the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of Mercer County awarding the Contract, any other party to the Contract, and the Commissioner.
  
- B.** The Contractor or Subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the Contract, in a form satisfactory to the Commissioner, to Mercer County for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development's "Payroll Certification for Public Works Project" and completing columns 1-5 for each covered employee. The certification shall be submitted to:

County of Mercer  
640 South Broad Street, Room 320  
P.O. Box 8068  
Trenton, NJ 08650-0068

Open the following link (Control Click) on [Payroll Certification for Public Works Project.](#) In addition to reporting to the County, you are required to make the information available for inspection. The county shall retain the certified payroll reports for two years and shall make the records available for inspection.

- C.** By entering into a contract, the Contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the Contractor or Subcontractor's wages and any penalties that may result from failure to comply.

**PLEASE REFER TO THE FOLLOWING COUNTY DESIGNEE FOR EACH FACILITY:**

<b>DEPARTMENT</b>	<b>CONTACT</b>	<b>TELEPHONE NUMBER</b>
Administration Building	Karl Thomas	(609) 989-6181
Correction Center	Dave Chiaramonti	(609) 647-0168
Courthouse (Criminal/Civil)	Karl Thomas	(609) 989-6181
Dempster Fire Training Center	Karl Thomas	(609) 989-6181
Election Warehouse	Robert Lester	(609) 586-4753
Extension Service	Karl Thomas	(609) 989-6181
Library System	Richard J. Cavallo	(609) 989-6918
Mercer County Park Commission	Rob Doherty	(609) 448-1975
Mountain View Golf Course	Jay Long	(609) 882-4093
Mercer Oaks Golf Course	Jay Long	(609) 936-0842
Princeton County Club	Jay Long	(609) 452-9382
Hopewell Valley Golf Course	Jay Long	(609) 639-9100
Public Works	Karl Thomas	(609) 989-6181
Trenton Mercer Airport	Kurt Neinstedt	(609) 882-1601