

NOTICE OF BID
FOR
SOLID WASTE COLLECTION SERVICES

BOROUGH OF NEW MILFORD
COUNTY OF BERGEN, STATE OF NEW JERSEY

November 1, 2018

SECTION 1
NOTICE TO BIDDERS

NOTICE TO BIDDERS

Notice is hereby given that the Borough of New Milford, acting as the lead agency, is seeking proposals for **SOLID WASTE COLLECTION SERVICE** from 1-4 Family Residences and others as noted in the bid specifications for the Borough of New Milford and/or the Borough of River Edge. The Borough of New Milford will receive the sealed bids which will be opened and read by the New Milford Borough Clerk in the Municipal Building, 930 River Road, New Milford, NJ on **February 6, 2019 at 10:30 A.M.**

Bid documents for the proposed work are on file at the office of the New Milford Borough Clerk at 930 River Road, New Milford, NJ and may be obtained by prospective bidders between the hours of 8:30 A.M. to 3:30 P.M. Bids must be made on the proposal form furnished in the specifications and must be enclosed in a sealed envelope. The bid envelope must be marked on the outside with the title of the proposal:

SOLID WASTE COLLECTION SERVICE FROM 1-4 FAMILY RESIDENCES AND OTHERS AS NOTED IN THE BID SPECIFICATIONS FOR THE BOROUGH OF NEW MILFORD AND/OR RIVER EDGE

All bids must be accompanied by a certified check, cashier's check, or bid bond in an amount equal to ten percent (10%) of the total amount of the bid, but not in excess of \$20,000, made payable to the Borough of New Milford, and acceptable to the Mayor and Council of the Borough of New Milford. Such surety company will provide the bidder with a Performance Bond as required or a bid guarantee if a certified check is submitted in lieu of a bid bond. All bids and certified checks, cashier's checks or bid bonds must be delivered to the New Milford Borough Clerk on or before the hour named. Further, the successful bidder must furnish to the Borough of New Milford policies of Certificates of Insurance required by the Contract Documents.

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

The Mayor and Council of the Boroughs of New Milford and River Edge reserve the right to waive any informality in, or to reject all bids if it appears to be in the best interests of the Boroughs.

Christine Demiris
Administrator/Borough Clerk
Borough of New Milford

SECTION II
SPECIFICATIONS AND INFORMATION TO BIDDERS

SPECIFICATIONS

INFORMATION TO BIDDERS

1. SCOPE OF WORK REQUIRED AND OPTIONS TO BE BID

The work herein to be performed by the successful bidder (“Contractor”) shall include the furnishings of all labor, supervision, equipment, vehicles, repairs, tools, implements, materials, transportation, insurance, bonds and all other incidentals necessary and proper for complete, safe and sanitary scavenger services pursuant to the designated schedule herein, for the collection and transportation, in accordance with law, to disposal facilities designated by the Borough, of all mixed refuse and trash, garden refuse, more particularly described herein, from all residences and condominium dwelling units situated within the Borough. **CONTRACTOR SHALL NOT COLLECT, TRANSPORT OR DISPOSE OF RECYCLABLES.** The work to be performed by the Contractor shall include three and four-family houses as multiple dwelling units and those other structures listed on the Information Sheet, but shall not include apartment complexes, industrial facilities, mini-malls or similar commercial facilities, unless otherwise noted.

BIDDER MUST BID ON THE FOLLOWING OPTIONS:

OPTION I: Collection and Disposal Services – One-Year Contract

October 16, 2019 – October 15, 2020 with (4) one-year options

Once Weekly – for 9 months (January – May and September – December)

Twice Weekly – for 3 months (June – August)

Collection of Garden Refuse from April 1st to October 31st

OPTION II: Collection and Disposal Services – Three-Year Contract

October 16, 2019 – October 15, 2022 with (2) one-year options

Once Weekly – for 9 months (January – May and September – December)

Twice Weekly – for 3 months (June – August)

Collection of Garden Refuse from April 1st to October 31st

OPTION III: Collection and Disposal Services – Five-Year Contract

October 16, 2019 – October 15, 2024

Once Weekly – for 9 months (January – May and September – December)

Twice Weekly – for 3 months (June – August)

Collection of Garden Refuse from April 1st to October 31st

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The **Boroughs of New Milford and River Edge** are soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a period of one (1) year (Option 1), three (3) years (Option 2), five (5) years (Option 3), to commence on October 16, 2019 and ending on October 15, 2020 (Option 1), October 15, 2022 (Option 2), or October 15, 2024 (Option 3), in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H6 et seq.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in **The Record** and in **The Star-Ledger**.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Clerk of the **Borough of New Milford** at **10:30 A.M.** on **February 6, 2019** at the **New Milford Municipal Building**, located at **930 River Road, New Milford, New Jersey**. Bids must be delivered by hand or by mail to the **Borough Clerk** no later than, **February 6, 2019 at 10:30 A.M.** All bid proposals will be date and time stamped upon receipt. 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:

1. Certified photocopies of bidder's Certificate of Public Convenience and Necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
2. Questionnaire setting forth experience and qualifications;
3. Bid guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the **Borough of New Milford**. A Bid Bond rating of B+ or better is required.
4. Non-collusion Affidavit;

5. Stockholder Statement of Ownership;
6. Consent of Surety; and
7. Bid Proposal.

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.

2. DEFINITIONS

“Bid proposal,” means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

“Bid guarantee” means the bid bond, cashier’s check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful bidder will enter into a contract.

“Bid specifications,” means all documents requesting bid proposals for municipal solid waste collection services contained herein.

“Borough” shall mean the Borough of New Milford

“Boroughs” shall mean the Borough of New Milford and the Borough of River Edge.

“Certificate of Insurance” means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

“Collection site” means the location of waste containers on collection day.

“Collection source” means a generator of designated collected solid waste to which service will be provided under the contract.

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

“Contract” means the written agreement executed by and between the successful bidder and the governing body and shall include the bid proposal, and the bid specifications.

“Contract Administrator” is the person authorized by the contracting unit to procure and administer contracts for solid waste collection services.

“Contracting unit” means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial

boundaries of a county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

“Contractor” means the lowest responsible bidder to who award of the contract shall be made.

“Designated collected solid waste” means solid waste Type 10. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, 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.

“Disposal facility” means those sites designated by the **Boroughs**.

“Garden refuse” is intended to include small branches of trees to two (2) inches or less in diameter, hedge, bush and vine trimmings, stalks of vegetables and flower plants, grass in any form, weeds and similar materials usually found in residential yards, excluding rocks. “Garden refuse” does not include Christmas trees; it does not include construction and demolition debris.

“Governing body” means the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of a, municipality as further defined in N.J.S.A. 40A:11-2.

“Holiday” means a regularly scheduled collection day on which the authorized Disposal Facilities are closed.

“Legal newspaper” means the Bergen Record and The Star Ledger.

“Proposal forms” mean those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.

“Service area,” means the geographic areas of the **Boroughs**.

“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 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 or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement. 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 of New Milford** in the advertisement for bids.
- C. Each bidder shall sign, where applicable, all bid submissions as follows:
 - 1. For a corporation, by a principal executive officer;
 - 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 - 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in Sections 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. The bid proposal contains option bids. The **Boroughs** may, at its discretion, award the contract to the bidder whose aggregate bid price for a particular option is the lowest responsible bid; when compared with the bids on that and other options.
- E. 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. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the **Borough of New Milford** 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. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the **Borough**. A Bid Bond rating of B+ or better is required.

3.3 **EXCEPTIONS TO THE BID SPECIFICATIONS**

Any conditions, limitations, provisions, amendments, or other changes attached 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 may result in the rejection of the Bid Proposal by the **Borough**.

3.4 **"OR EQUAL" SUBSTITUTIONS**

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive 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, in the performance of the contract.

3.6 **CONFLICT OF INTEREST AND NON-COLLUSION**

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

- A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above-named project;
- B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
- C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:2~16 et seq.

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

4. AWARD OF CONTRACT

4.1 GENERAL

- A. The **Borough of New Milford** shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the **Borough of New Milford's** decision, in writing, by certified mail.
- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.
- C. The Governing Body of the Borough of New Milford reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the **Borough of New Milford** shall publish a notice of re-bid no later than seven days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.
- D. The **Boroughs of New Milford and River Edge** are providing notice to bidders that the **Boroughs** are also receiving separate bids for this service. The **Boroughs** reserve the right to reject the joint bid and award their separate bid.
- E. If the joint bid is awarded, each Borough reserves the right to award the subsequent option year(s) independent of the other Borough.

4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the **Borough of New Milford** shall notify the successful bidder in writing, at the address set forth in the bid proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the **Borough of New Milford** to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3 RESPONSIBLE BIDDER

The **Borough of New Milford** shall determine whether a bidder is “responsible” in accordance with N.J.S.A. 40A:11-6.1 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. For a one-year contract, the successful bidder shall provide the **Boroughs** a one-year Performance Bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond concurrent with delivery of the executed contract.
- B. Failure to provide the required one-year performance bond at the time and place specified by the **Boroughs** shall be cause for assessment of damages as a result thereof. In the event that the successful bidder fails to provide said performance bond, the **Borough of New Milford** may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H6.7(d) and Section A above.
- C. For a three (3) or five (5) year contract the successful bidder shall provide the **Boroughs** a Performance Bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said Performance Bond concurrent with delivery of the executed contract. The Performance Bond for each succeeding year shall be delivered to the **Boroughs** with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.
- D. Failure to deliver a Performance Bond for any year of a multi-year contract one-hundred-twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the **Boroughs** to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the **Boroughs** in re-bidding the contract.

4.5 AFFIRMATIVE ACTION REQUIREMENTS

- A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
- B. Within seven days after receipt of notification of the **Borough of New Milford's** intent to award any contract the contractor must submit one of the following to the contracting unit:

1. If the Contractor has a federal affirmative action plan approval, which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its letter of approval.
 2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photocopy of the certificate.
 3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with Form AA-302, Initial Employee Report, which the contractor must complete and submit to the Division or Public Contracts Equal Employment Opportunity Compliance with the \$150.00 (one hundred fifty dollars) fee. A copy of the form must be submitted to the **Boroughs**.
- C. If the Contractor does not submit the affirmative action document within the required time period the **Borough of New Milford** may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the **Borough of New Milford** to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6 VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice a vehicle dedication affidavit, which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of the bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the **Boroughs** will only be accountable for its proportional share of the waste contained in the collection vehicle and assessed charges shall be assigned based only on its share of the waste at the time of disposal.

4.7 ERRORS IN PRICE CALCULATION

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 Forms (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. 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 of New Milford** may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

- 5.1 The Contractor shall provide service for each option awarded by the Mayor and Council. The Mayor and Council shall select a contract for contract period in accordance with any of the option proposals submitted.

5.2 The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the **Boroughs** as described herein.

OPTION I: Collection and Disposal Services – One-Year Contract

October 16, 2019 – October 15, 2020 with (4) one-year options

Once Weekly – for 9 months (January – May and September – December)

Twice Weekly – for 3 months (June – August)

Collection of Garden Refuse from April 1st to October 31st

OPTION II: Collection and Disposal Services – Three-Year Contract

October 16, 2019 – October 15, 2022 with (2) one-year options

Once Weekly – for 9 months (January – May and September – December)

Twice Weekly – for 3 months (June – August)

Collection of Garden Refuse from April 1st to October 31st

OPTION III: Collection and Disposal Services – Five-Year Contract

October 16, 2019 – October 15, 2024

Once Weekly – for 9 months (January – May and September – December)

Twice Weekly – for 3 months (June – August)

Collection of Garden Refuse from April 1st to October 31st

5.4 CONTAINERS

“Containers” or “Receptacles” shall be a disposable bag or a container or can to be supplied by the resident or person whose garbage is being collected. Receptacles shall be properly covered, excepting containers containing grass as hereafter provided and shall have a minimum size of twenty (20) gallons and a maximum size of thirty-two (32) gallons. A loaded receptacle shall not exceed sixty (60) pounds.

Grass shall be collected only from open 20-32-gallon containers and biodegradable bags.

5.5 COLLECTION SCHEDULE

5.5.1. All collection services, as described in these specifications, shall be performed on designated days.

Once Weekly –	New Milford: Tuesday – Section I; Friday – Section II
	River Edge: Friday – Sections 1 – 8 (Entire Borough)
Twice Weekly –	New Milford: Tuesday & Friday – Entire town June through August
	River Edge: Monday & Wednesday – Sections 1 & 2
	Tuesday & Friday – Sections 3, 4, 5
	Wednesday & Saturday – Sections 6, 7, 8
Garden Refuse:	New Milford: Wednesday – Entire Borough
	River Edge: Monday – Entire Borough

Garbage Collection at Public Schools:

- A. Solid waste shall be collected from the four public schools in the Borough of New Milford and the two public schools in the Borough of River Edge.
- B. All solid waste collection shall occur between the hours of 6:00 AM and dusk.
- C. The contractor must supply at his own cost the appropriate front or rear end loader containers for each school listed below:

New Milford High School (2- 8 cubic yard containers)

David E. Owens Middle School, New Milford (1-6 cubic yard container on wheels)
(1- 8 cubic yard container on wheels)

B.F. Gibbs School, New Milford (1-8 cubic yard container special enclosed)

Berkley Street School, New Milford (1- 6 cubic yard container)

Cherry Hill School, River Edge (see attachment 2)

Roosevelt School, River Edge (see attachment 2)

All dumpsters must be maintained in good condition. Dumpsters shall also be equipped with locking devices to prevent non-school garbage accumulation.

- D. The contractor shall remove solid waste from the **New Milford** public school dumpster's twice-weekly, **Tuesday and Friday**. The contractor shall remove solid waste from the **River Edge** public school dumpster's (3) times per week on **Monday, Wednesday and Friday**. If there is a non-collection day it shall be made up the following day.
Collections shall be made before arrival of school teachers, children and parents, (7:00am) or after (3:30pm) when there is a failure to collect in the morning.

- 5.5.2 There will be no collection on the days, when the disposal facility is closed for Holidays. Such collection which would have been made on such holiday shall be made on the next collection day for that route, provided said next collection day is not later than the fourth day following the holiday. If the next collection date is more than four days following the holiday, then the collection, which would have been made on said holiday, will be made on the next business day following the Holiday.
- 5.5.3 Collection shall not begin before 6:30 AM and shall be completed no later than dusk, provided, however, that such hours of collection may be changed upon the order of the **Boroughs**.
- 5.5.4 Collections shall only be at curbside of each place served.
- 5.5.5 The Contractor shall use every precaution to prevent any materials from being spilled during the course of collections, and any materials so spilled shall be immediately removed and the premises or streets left in as clean a condition as prior to the spill.

- 5.5.6 All materials collected hereunder shall promptly, after collection be transported outside the limits of the **Boroughs** and disposed of. No part of the contents of one vehicle shall be transferred to another within the **Boroughs**.
- 5.5.7 Up to and including five (5) containers, four (4) bags, and one (1) bulk item shall be collected from each property.
- 5.5.8 All collection shall be from a point between the curb line and the sidewalk line in front of every building, dwelling or premises and the receptacles immediately returned to the same place after emptying.

5.6 **SOLID WASTE DISPOSAL**

- A. All solid waste collected within the **Boroughs** shall be disposed of in accordance with the direction of the **Boroughs**. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at a disposal facility within thirty (30) road miles from the nearest boundary of the municipalities. If the **Boroughs** designate a disposal facility outside the aforementioned thirty (30) road miles, then the **Boroughs** will assume all additional costs or benefits that are associated with such designation as set forth in 6.9.4. Currently, both the Borough of New Milford and the Borough of River Edge are engaged in a contract with the Bergen County Utilities Authority (BCUA) for a term from June 1, 2013 through May 31, 2019 with the designated disposal facility in Totowa, NJ.
- B. The **Boroughs** reserves the right to designate the disposal facility for the grass not to exceed forty (40) miles from the nearest municipal boundary of the **Boroughs**. If the **Boroughs** designate a disposal facility outside the aforementioned forty (40) road miles, then the **Boroughs** will assume all additional costs or benefits that are associated with such designation as set forth in 6.9.4. **The Borough of New Milford and the Borough of River Edge** have currently designated S. Rotondi & Sons, Inc., located at 3 Watchung Avenue, Chatham, New Jersey.
- C. Tipping fees are to be paid by the **Boroughs**.

5.7 **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. 7:2~3.1 et seq.
- B. All collection trucks shall be compaction types, completely enclosed and watertight. 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. The Contractor shall 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, 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. **All vehicles shall be equipped with a broom and shovel.**
- D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirement 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.
- E. Bidders shall include, in their response to the request for bid, a list of all vehicles retrofit or exempt under the Diesel Retrofit Law, and a copy of the compliance form issued pursuant to N.J.A.C. 7:27-32.20 (Diesel Retrofit Law – Issuance and Completion of Compliance Forms) for each vehicle to be used in performing the terms of this contract. The contractor shall ensure at all times that any vehicle used in execution of this contract is in compliance with the Diesel Retrofit Law (N.J.S.A. 26:2C-8), and inspection requirements and idling limits set forth at N.J.A.C. 7:27-14. Bidders shall provide training for all vehicle drivers on the idling limits.

5.8. NAME ON VEHICLES

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

5.9. TELEPHONE FACILITIES AND EQUIPMENT

- A. The Contractor must provide and maintain an office within reasonable proximity of the **Boroughs** 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 6:00 A.M. and 6:00 P.M. The **Boroughs** shall list the Contractor's telephone number in the Telephone directory along with other listings for the **Boroughs**.

5.10 FAILURE TO COLLECT

- A. The Contractor shall report to the Contract Administrator, within one (1) hour of the start of the Collection Day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where collection is scheduled on a one collection per week basis, that collection will be made as soon as possible, but in no event later than the next scheduled collection day.

5.11 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 **Boroughs**.
- B. The Contractor shall submit a copy of all complaints received and the action taken to the **Boroughs**.

5.12 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. The Contractor shall be subject to the Liquidated Damage clause herein contained for breach hereof.

5.13 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 30 (thirty) 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 of New Milford** and to the **Borough of River Edge** 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 of New Milford** and the **Borough of River Edge** for reimbursement.
- B. The **Boroughs** shall pay all invoices within 30 days of receipt. The **Boroughs** will not be obligated to pay a defective invoice until the Contractor cures the defect. The **Boroughs** shall have 30 days from the date of receipt of the corrected invoice to make payment.
- C. Invoices shall specify the number and type of vehicles 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 of New Milford** and the **Borough of River Edge** 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 with monthly submission of certified receipts from disposal facility specifying number and type of vehicles used for collection, the number of cubic yards and the tonnage of the material disposed of each day during the billing month with origin of the waste. Where the Contractor has paid the costs of disposal, the **Borough of New Milford** and the **Borough of River Edge** 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 vehicles used for collection in the governing body; 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.
- E. Where the **Borough of New Milford** and the **Borough of River Edge** will pay the costs of disposal, the disposal facility shall bill the **Borough of New Milford** and the **Borough of River Edge** directly for all costs (including taxes and surcharges).

5.14 COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the **Boroughs** 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 must possess a valid New Jersey driver's license for the type of vehicle operated.

5.15. SUPERVISION OF EMPLOYEES AND WAGE REPORTING

- A. 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 supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes.
- B. 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 as follows:

1. 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 the **Boroughs** awarding the contract, any other party to the contract, and the commissioner.
2. 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 the **Boroughs** 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 each of the respective **Boroughs**. 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.

5.16 INSURANCE REQUIREMENTS

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17.

- A. If contract is awarded, the contractor shall be required to purchase and maintain during the life of the contract, comprehensive general and contractual liability insurance, comprehensive automobile liability insurance and worker's compensation insurance with limits of not less than the following:
 - (1) For workers' compensation, unlimited coverage and in accordance with New Jersey statutes of employer's liability;
 - (2) For comprehensive general and contractual liability insurance coverage, the policies to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract, bodily injury liability limits of \$1,000,000 each person and property damage liability insurance of \$3,000,000 each occurrence; and
 - (3) For comprehensive automobile liability insurance coverage, bodily injury liability limits of \$500,000 each person and \$1,000,000 each occurrence, and property damage liability limits of \$1,000,000 each occurrence.

- B. The insurance certificate shall list the **Borough of New Milford** and the **Borough of River Edge** as additional insured on the comprehensive general contractual liability, automobile liability, and umbrella policies indemnifying the **Borough of New Milford** and the **Borough of River Edge** with respect to the Contractor's actions pursuant to the Contract.
- C. Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse the renewal without thirty (30) days prior written notice to the contract administrator. All insurance required pursuant to (A) above shall remain in full force and effect until the final contract payment.
- D. Each insurance policy shall provide that neither the contractor, nor its insurer, shall have any right to subornation against the governing body. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.

5.17 CERTIFICATES

Upon notification by the **Borough of New Milford**, the lowest responsible bidder shall supply to the Contract Administrator, within five days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.18 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the **Boroughs** from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the **Boroughs** on any of the aforesaid 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 and that results in any loss of life or property or in any injury or damage to persons or property.

5.19 LIQUIDATED DAMAGES

It is understood that the orderly and proper collection of materials as defined herein, is a matter of serious and vital concern to the **Boroughs** because of the effect which the same may have upon the health and welfare of its residents. Occasional and minor violations may occur during the course of the performance of the contract. Since it is difficult to calculate the actual damage to the citizens of the **Boroughs** for failure to comply with the contract requirements, the following stipulated penalties and damages may be invoked on behalf of the **Boroughs** by the Contract Administrator, whose determination and certification of the same shall be final, subject to an appeal as set forth below. The Contract Administrator shall notify the Contractor of all violations in writing. If the violation is not corrected immediately the Contract Administrator may invoke damages

and make an appropriate deduction from the next payment due the Contractor in accordance with the violation schedule below.

1. Failure of a truck and crew to operate and finish a regular route - \$300 each day.
2. Failure to collect garbage placed properly in place by the property owner - \$50 each location.
3. Using or maintaining trucks in a leaking or unsanitary condition - \$500 each offense.
4. Damaging or carrying away permanent receptacle - \$5.00 plus repair or replace with equal quality receptacle within five (5) working days.
5. Failure to clean up any materials spilled from or draining off equipment - \$200 each offense.
6. Failure to clean up spillage at an individual property - \$10 each offense.
7. Failure to promptly repair damaged public facilities after notice and adequate time to repair – up to \$100 each day as determined by the Superintendent of the Department of Public Works.
8. Failure to execute any portion of the terms, specifications, or general conditions – up to \$100 each day each violation as determined by the Superintendent of the Department of Public Works.
9. If the Borough finds it necessary to collect for a failure of the contractor - \$50 each location.
10. If the contractor starts the collection day with a truck that has remains of material not permitted to be disposed of that day, i.e. solid waste on a garden refuse collection day- \$300 each vehicle.
11. If the contractor mixes a load, i.e. solid waste on a garden refuse collection day or visa versa- \$300 each vehicle

Appeal Process

Any violation may be appealed by way of a letter to the Contract Administrator who shall promptly schedule and conduct a hearing on notice to the Contractor who may appear either through counsel or through an owner, shareholder, manager or employee. The hearing officers shall be comprised of the Council President, Borough Administrator and the Mayor or Mayor's designee. The tribunal shall either affirm the Contract Administrator's determination, modify or reverse the determination. The tribunal's decision shall be memorialized in writing within ten days of the hearing and provided to

the contractor and a copy provided to the Borough and governing body. The tribunal's decision shall be final and not appealable.

5.20 RIGHT TO TERMINATE

The Borough shall have the right to declare the Contractor in default in any of the following eventualities:

- A. The Contractor becomes insolvent.
- B. The Contractor makes an assignment for the benefits of creditors, pursuant to the statutes of the State of New Jersey or any other state;
- C. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;
- D. The Contractor fails to commence work when notified to do so by the Borough.
- E. The Contractor abandons the work;
- F. The Contractor, without just cause, reduced his working force to a number which, if maintained, would be insufficient in the opinion of the Borough, to do the work contracted for in a satisfactory manner and fails or refuses to sufficiently increase such working force when ordered to do so by the Borough;
- G. The Contractor sublets, assigns, transfers, conveys, or otherwise disposes of his contract without written consent from the Borough and the New Jersey Department of Environmental Protection;
- H. A receiver or receivers are appointed to take charge of the Contractor's property or affairs.
- I. The Borough determines that the Contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance and completion of the work;
- J. The Borough determines that the Contractor is or has been willfully or in bad faith violating any of the provisions of the contract;
- K. The Borough determines that the Contractor is not or has not been executing the contract in good faith and in accordance with the terms.

Before the Borough shall exercise its right to declare the Contractor in default, the Contractor shall be given an opportunity to be heard on two (2) days' notice.

The right to declare the Contractor in default for any of the grounds specified or referred to herein shall be exercised by sending via certified mail or serving personally upon the

Contractor a notice, signed by an appropriate Borough official, setting forth the ground or grounds upon which such a default is declared. Upon receipt of such notice, the Contractor shall immediately discontinue all further operations under this contract.

The Borough, after declaring the Contractor in default, may in its discretion and in accordance with all applicable laws and regulations determine the means and manner by which the contract will be completed. After such completion, the Borough shall certify the expense incurred in such completion, which shall include the costs of reletting as well as the total amount of liquidated damages (at the rate provided for herein) from the date when the Contractor discontinued operations until the termination date of the contract in accordance with the terms of same and shall include all attorney's fees and other costs an expense. Such certification shall be binding and conclusive upon the Contractor as to the amount therefore.

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

- 6.2. Certified photocopies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A.13:1E-126.
- 6.3. Statement of bidder's qualifications, experience and financial ability.
- 6.4. 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 of New Milford**.
- 6.5. Stockholder statement of ownership.
- 6.6. Non-collusion affidavit.
- 6.7. Consent of surety.
- 6.8. Disclosure of Investment Activities in Iran
- 6.8.a N.J. Business Registration
- 6.9. Proposal

Name of Firm or Individual

Title

Signature

Date

**6.2 CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY/A-901
APPROVAL LETTER**

Name_____

Complete Address _____

Telephone Number_____

Certificate Number

Date_____

ATTACH AN ORIGINAL COPY OF CERTIFICATE OF PUBLIC CONVENIENCE AND
NECESSITY TOGETHER WITH AN ORIGINAL COPY OF A-901 APPROVAL LETTER

6.3. STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY (E
COUNTY OF (E SS: [PROJECT NAME]

I, [NAME OF AFFIANT] am the [IDENTIFY RELATIONSHIP TO BIDDER OWNER, PARTNER, PRESIDENT OR ANOTHER CORPORATE OFFICER] of the [NAME OF BIDDER], and being duly sworn, I 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 of New Milford** 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 of New Milford** 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 of New Milford** 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 of New Milford**, 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 of New Milford** with any information necessary to verify the answers given.

Name of Firm or Individual

Title

Signature

Date

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

Notary Public

My Commission expires _____

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

QUESTIONNAIRE

This Questionnaire must be filled out and submitted [with] as part of the Bid Proposal for solid waste collection and disposal for the **Borough of New Milford** and the **Borough of River Edge**. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it by the **Borough of New Milford** or the **Borough of River Edge** under its current or any past name in the past five years? If the answer is "Yes," state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the **Borough of New Milford** or the **Borough of River Edge** in the past five years? If the answer is "Yes," state when, where and why. A complete explanation is required.
5. List all public entity contracts which the bidder or its partners are now performing or for which contracts have been signed, but work has not yet begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the government solid waste collection and disposal services contracts that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of contracting unit;
 - (b) Approximate population of contracting unit;
 - (c) Term of contract from to;
 - (d) How were materials collected?
 - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, and years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and telephone number of the lessor. If the equipment is to be purchased, provide the name, address and telephone number of the seller.
11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
12. List the name and address of three credit or bank references.
13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection.
14. Additional remarks.

6.4 BID GUARANTY

Contractor must submit a Bid Guaranty as required by these Bid Specifications and attach the original.

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

DISCLOSURE STATEMENT OF OWNERSHIP FOR BIDDERS

Chapter 33 of the Public Laws 1977 provides that no corporation or partnership shall be awarded any state, county, municipal or school district contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who owns ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein. If one or more stockholders or partners is itself a corporation or partnership, the stockholders or partners holding ten percent (10%) or more in that corporation or partnership shall also be listed. The disclosure shall continue until the names and addresses of every non-corporate stockholder and individual partner, exceeding the ten percent (10%) ownership criteria has been listed.

	Name	Address	Percent Of Ownership
1.	_____	_____ _____	_____
2.	_____	_____ _____	_____
3.	_____	_____ _____	_____
4.	_____	_____ _____	_____
5.	_____	_____ _____	_____

In the event that no stockholder owns ten percent (10%) or more of the corporation's stock, or in the case of a partnership, no partner owns ten percent (10%) or more interest in the partnership, then the preceding blank need not be completed except to print NAME in Item 1. above and the signing of this form is certification of that fact.

Date signed: _____ Signed by: _____
Print Name: _____
Print Title: _____
Print Firm Name: _____

6.6 NONCOLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

ss: **Borough of New Milford**

COUNTY OF) Uniform Bid Specifications
Solid Waste Materials Collection Service

I, [NAME OF AFFIANT], of the City of _____ in the State (Commonwealth) of _____ being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of [NAME OF BIDDER], the bidder submitting the Bid Proposal for the above-named project, in the capacity of [TITLE OF AFFIANT], 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, 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 New Milford 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, except bona fide employees 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 _____, ____.

Notary Public of

My Commission expires:

6.7 CONSENT OF SURETY

The Contractor must submit a Consent of Surety as required by these Bid Specifications and attach the original.

6.8 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE RESPONSE:

_____ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

_____ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive** and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET.

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that It will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

6.8a NEW JERSEY BUSINESS REGISTRATION

Certificate required pursuant to C56, PL2004; failure to be registered by the time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so online through the New Jersey Division of Local Government Service at the following link <http://www.state.nj.us/treasury/revenue/busregcert.shtml>. Example below.

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Effective Date:	
Date of Issuance:	
For Office Use Only: 20180329214002120	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		
FORM-BRC(08-01)		This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

6.9 **PROPOSAL**

Proposal for Solid Waste Collection beginning October 16, 2019.

Borough of New Milford:

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.

NOTE: Bidders are required to initial all Option Proposal sheets.

Signature Affix seal if
a corporation.

Title

6.9.1. **PROPOSED OPTION #1**

Collection and Disposal Services – One-Year Contract
October 16, 2019 – October 15, 2020 with (4) one-year options
Once Weekly – for 9 months (January – May and September – December)
Twice Weekly – for 3 months (June – August)
Collection of Garden Refuse from April 1st to October 31st

1st Year: \$ _____

Option Year 1: \$ _____

Option Year 2: \$ _____

Option Year 3: \$ _____

Option Year 4: \$ _____

Total: \$ _____

6.9.2. PROPOSED OPTION #2

Collection and Disposal Services – Three-Year Contract

October 16, 2019 – October 15, 2022 with (2) one-year options

Once Weekly – for 9 months (January – May and September – December)

Twice Weekly – for 3 months (June – August)

Collection of Garden Refuse from April 1st to October 31st

1st year: \$ _____

2nd Year: \$ _____

3rd Year: \$ _____

Option Year 1: \$ _____

Option Year 2: \$ _____

Total: \$ _____

6.9.3. PROPOSED OPTION #3

Collection and Disposal Services – Five-Year Contract

October 16, 2019 – October 15, 2024 with

Once Weekly – for 9 months (January – May and September – December)

Twice Weekly – for 3 months (June – August)

Collection of Garden Refuse from April 1st to October 31st

1st year: \$ _____

2nd Year: \$ _____

3rd Year: \$ _____

4th Year: \$ _____

5th Year: \$ _____

Total: \$ _____

6.9.4. PROPOSED UNIT PRICE PER TON/MILE

- A. Unit price per ton per mile for each mile and part thereof the disposal facility is beyond a point thirty (30) air miles for solid waste and forty (40) air miles for grass from nearest Borough municipal Boundary.

Unit price per ton per mile \$_____ (solid waste)

Unit price per ton per mile \$_____ (garden refuse)

7. CONTRACT DOCUMENTS

7.1 CONTRACT

See Attached.

7.2 PERFORMANCE BOND

Contractor shall submit a Performance Guaranty as required by these Bid Specifications.

7.3 VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF BERGEN:

BOROUGH OF NEW MILFORD SOLID WASTE MATERIALS COLLECTION SERVICE

I, [NAME OF AFFIANT], am the [IDENTIFY RELATIONSHIP TO BIDDER. OWNER, PARTNER, PRESIDENT, OR ANOTHER CORPORATE OFFICER] OF THE [NAME OF BIDDER], 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** shall 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**, the number of collection vehicles reasonable 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** is not feasible, that the **Borough** will not be responsible for disposal costs for waste generated outside the **Borough**.

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** to damages arising therefrom.

Name of Firm or Individual

Title

Signature

Date

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

Notary Public of

My Commission expires:

7.4 CERTIFICATE OF INSURANCE

Contractor shall supply the Certificate of Insurance required by these Bid Specifications.

7.5 AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF

BOROUGH OF NEW MILFORD SOLID WASTE MATERIALS COLLECTION SERVICE

I, [NAME OF AFFIANT] of the City of _____ in the State [Commonwealth] of _____ being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of [NAME OF BIDDER], the bidder submitting the Bid Proposal for the above-named project, in the capacity of [TITLE OF AFFIANT], and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions Public Law 1975, Chapter 127.

Name of Firm or Individual

Title

Signature

Date

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

Notary Public of

My Commission expires:

ATTACHMENT #1

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The Contractor or Subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable good faith efforts to meet targeted county employment

goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals determined by Division, pursuant to N.J.A.C. 17:27-5.2.

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

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

ATTACHMENT #1

EXHIBIT B

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

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

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

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

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

ATTACHMENT #1

EXHIBIT C
“PAY TO PLAY”
NOTICE OF DISCLOSURE REQUIREMENT
P.L. 2005, CHAPTER 271, SECTION 3 REPORTING (N.J.S.A. 19:44A-20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.

Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elect.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313 ELEC (3532) or toll free in NJ at (609) 292-8700

ATTACHMENT #2

Borough of New Milford, September 2018 - Information Schedule

RESIDENTIAL SOURCES:

Single family, Multi Family (up to 4-family) (Condominiums included)	4,196
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INSTITUTIONAL SOURCES:

Schools	4 (see list under section 5.5.1)
Library	1(1-2 cubic yard container)
Senior Center	1 (1-2 cubic yard container)
Total	6

MUNICIPAL SOURCES:

Borough Hall	1 (1-6 cubic yard container)
2 Fire Departments	2 (2-2 cubic yard containers)
Ambulance Corps	1 (1-2 cubic yard container)
Total	4

POPULATION: 16,341, 2010 Census

AREA: 2.5 square miles

TOTAL ROAD MILES 65

TONNAGE REPORT

Solid Waste:

4553	(2013)
4310	(2014)
3579	(2015)
4018	(2016)
4490	(2017)

Garden Refuse:

1440	(2013)
916	(2014)
1050	(2015)
955	(2016)
1450	(2017)

BIDDERS ARE CAUTIONED THE FOREGOING REPRESENTS APPROXIMATE NUMBERS ONLY.

**Borough of River Edge, August 2018 - Information Schedule
Solid Waste**

RESIDENTIAL SOURCES:

Single Family dwellings/Multi Family dwellings	3,230
Condominiums	91
Total	3,321

COMMERCIAL SOURCES:

Total -----	126 Address Locations
Public -----	72 (Curbside Service)
Private Responsibility -----	58 (Container Service)
Total-----	130

INSTITUTIONAL SOURCES:

Schools – Two (2) containers	2
Total	2

Containers	Cherry Hill School	2-4 cubic yard containers
	Roosevelt School	1- 4 cubic yard container

MUNICIPAL SOURCES:

Municipal Buildings: Borough Hall, DPW, Public Safety	
Fire Co. #1, Fire Co. #2, Library	
10 River Edge Ave.,	
201 Continental Ave.	7

Containers	Borough Hall/PSB	1-4 cubic yard container
	DPW	1-30 cubic yard container

Other/Containers:

Last Saturday in April through Tuesday after Labor Day of each year of contract provide collection at Memorial Park Building and Park Service Center (Little League Building) 5-10 (96 Gallon) containers or bags at Webb Avenue cul-de-sac (east and west) with the section pickup. Collection shall be made prior to 7:00 am or after 3:00 pm where there	
Total	17

POPULATION:

Population for census year 2010	11,340
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<u>AREA:</u>	1.89 square miles
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<u>TOTAL ROAD MILES</u>	38
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TONNAGE REPORT 2014 to 2017

Solid Waste:	(2012) Type 10, 13, 23, 25 & 27	3,769	tons
	(2013) Type 10, 13, 23, 25 & 27	3,685	tons
	(2014) Type 10, 13, 23, 25 & 27	3437	tons
	(2015) Type 10, 13, 23, 25 & 27	3182	tons
	(2016) Type 10, 13, 23, 25 & 27	3096	tons
	(2017) Type 10, 13, 23, 25 & 27	3639	tons

**Borough of River Edge, 2014 to 2017 - Information Schedule
Vegetative Waste**

TONNAGE REPORT

Resource Recovery:	(vegetation) for recycling 2012	1,457	tons
	(vegetation) for recycling 2013	989	tons
	(vegetation) for recycling 2014	1,320	tons
	(vegetation) for recycling 2015	722	tons
	(vegetation) for recycling 2016	1050	tons
	(vegetation) for recycling 2017	579	tons

**BIDDERS ARE CAUTIONED THE FOREGOING REPRESENTS APPROXIMATE
NUMBERS ONLY.**

CONTRACT

THIS CONTRACT, made this _____ day of _____ 2019.

Between:

BOROUGH OF NEW MILFORD (“NEW MILFORD”)

A Municipal Corporation of
The State of New Jersey
Located at 930 River Road
New Milford, New Jersey 07646

BOROUGH OF RIVER EDGE (“RIVER EDGE”)

A Municipal Corporation of
The State of New Jersey
Located at 705 Kinderkamack Road
River Edge, New Jersey 07661

(hereinafter collectively referred to as the “**BOROUGHS**”)

- and -

with its principal office located at

(hereinafter referred to as “**CONTRACTOR**”)

WITNESSETH:

WHEREAS, the **BOROUGHS** have heretofore duly advertised for bids for goods and services contracted for herein; and

WHEREAS, the **CONTRACTOR** has filed with the **BOROUGHS** its bid and proposal in writing in response to said advertising; and

WHEREAS, pursuant to the Notice to Bidders, the **BOROUGHS** duly received bids for **SOLID WASTE COLLECTION** at the New Milford Borough Hall on February 6, 2019; and

WHEREAS, the **BOROUGHS** have accepted the **CONTRACTOR'S** bid as the lowest, responsible bid submitted, and, by Resolution dated _____, 2019, awarded the Contract to the **CONTRACTOR** herein, all pursuant to law;

NOW, THEREFORE, in consideration of the terms, conditions and stipulations hereinafter set forth, it is mutually agreed by and between the parties as follows:

1. The **CONTRACTOR** shall furnish all labor, equipment and materials necessary for the performance of this Contract. In consideration for said labor, equipment and materials, the **BOROUGHS** agree to pay as follows for:

Collection and Disposal Services – One-Year Contract

October 16, 2019 – October 15, 2020 with (4) one-year options

Once Weekly – for 9 months (January – May and September – December)

Twice Weekly – for 3 months (June – August)

Collection of Garden Refuse from April 1st to October 31st

1st Year: \$ _____

Option Year 1: \$ _____

Option Year 2: \$ _____

Option Year 3: \$ _____

Option Year 4: \$ _____

Total: \$ _____

Collection and Disposal Services – Three-Year Contract

October 16, 2019 – October 15, 2022 with (2) one-year options

Once Weekly – for 9 months (January – May and September – December)

Twice Weekly – for 3 months (June – August)

Collection of Garden Refuse from April 1st to October 31st

1st year: \$ _____

2nd Year: \$ _____

3rd Year: \$ _____

Option Year 1: \$ _____

Option Year 2: \$ _____

Total: \$ _____

Collection and Disposal Services – Five-Year Contract

October 16, 2019 – October 15, 2024 with

Once Weekly – for 9 months (January – May and September – December)

Twice Weekly – for 3 months (June – August)

Collection of Garden Refuse from April 1st to October 31st

1st year: \$ _____

2nd Year: \$ _____

3rd Year: \$ _____

4th Year: \$ _____

5th Year: \$ _____

Total: \$ _____

Unit price per ton per mile for each mile and part thereof the disposal facility is beyond a point thirty (30) air miles for solid waste and forty (40) air miles for grass from nearest Borough municipal Boundary.

Unit price per ton per mile \$_____ (Solid Waste)

Unit price per ton per mile \$_____ (Garden Refuse)

2. The work pursuant to this Contract shall be performed and all payments be made in accordance with “Specifications – Solid Waste Collection Services.” Said Specifications are annexed hereto and made a part hereof as Schedule A.
3. The **CONTRACTOR** agrees to commence work within ten (10) calendar days from the date of notice from the **BOROUGH**S to commence work. Work shall be completed within the time set forth in the Specifications annexed hereto as Schedule A.
4. The **CONTRACTOR** agrees to make payment of all proper charges for labor or materials required in the performance of the Specifications aforesaid and hereby agrees to indemnify and save harmless the **BOROUGH**S, its officers, agents and servants against and from all suits and costs of every kind and description and from all damages to which the **BOROUGH**S or any of its officers, agents or servants may be put, by reason of injury to the person or property of others, resulting from carelessness in the performance of said Contract or through the negligence of the **CONTRACTOR** or through any improper or defective machinery, implements, materials, or appliances used or supplied by the **CONTRACTOR** in the execution of this Contract, or through any act or omission on the part of the **CONTRACTOR**, its agents or servants.
5. The **CONTRACTOR** expressly represents and warrants that he has complied with all the requirements concerning insurance contained in the Bid Specifications.
6. This Contract shall be binding on the **BOROUGH**S, its successors or assigns and upon the **CONTRACTOR**, its successors or assigns (except that this provision shall not create any right in the **CONTRACTOR** to assign this Contract).
7. Modification or waiver of any of the provisions of this Contract shall be effective only if made in writing, and executed with the same formality as this Contract. The

failure of either party to insist upon strict performance of any of the provisions of this Contract shall not be construed as a waiver of any subsequent default of the same or similar nature.

8. During the performance of this Contract, the **CONTRACTOR** agrees as follows:

The **CONTRACTOR** or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The **CONTRACTOR** will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

The **CONTRACTOR** or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the

CONTRACTOR'S commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The **CONTRACTOR** or Subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals determined by Division, pursuant to N.J.A.C. 17:27-5.2.

The **CONTRACTOR** or Subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

The **CONTRACTOR** or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality

or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

9. The **CONTRACTOR**, simultaneously with the execution hereof shall give a Bond in the amount of one hundred (100%) percent of the Contract price, in a form approved by the Borough Attorney for the faithful performance of all provisions of the Contract.

IN WITNESS WHEREOF, the **BOROUGHS** have caused this instrument to be signed by their Mayors, attested to by their Borough Clerks and their municipal seals to be hereunto affixed, pursuant to the Resolution of the Borough Councils passed for that purpose, and the **CONTRACTOR** has likewise signed and sealed this Contract on the day and year first above written.

ATTEST:

BOROUGH OF NEW MILFORD

Christine Demiris, Borough Clerk

_____, Mayor

ATTEST:

BOROUGH OF RIVER EDGE

Stephanie Evans, Borough Clerk

Edward J. Mignone, Mayor

ATTEST:

Secretary

President