

BOROUGH OF NEW MILFORD

SPECIFICATIONS FOR:

**LOADING, TRANSPORTATION AND DISPOSAL/RECYCLING OF
LEAVES/VEGETATIVE WASTE IN THE BOROUGH OF NEW MILFORD**

BID OPENING DATE:

TUESDAY, AUGUST 30, 2022

10:00 AM

**BOROUGH OF NEW MILFORD
NOTICE TO BIDDERS**

Bids will be received by the Borough Clerk, Borough of New Milford, 930 River Road, New Milford, New Jersey 07646 in the County of Bergen and State of New Jersey, on **Tuesday, August 30, 2022 at 10:00 a.m.**, and then publicly opened and read aloud for:

**LOADING, TRANSPORTATION AND DISPOSAL/RECYCLING OF LEAVES IN THE
BOROUGH OF NEW MILFORD**

Copies of the specifications are on file for public inspection and may be obtained online at www.newmilfordboro.com or in the Borough Clerk's Office, Borough of New Milford, Monday through Thursday between the hours of 8:30 a.m. and 3:30 p.m.

All bids must be made on the proposal form furnished in the specifications, enclosed in a sealed envelope bearing the name and address of the bidder, addressed to the Borough of New Milford, marked on the outside with the title:

**LOADING, TRANSPORTATION AND DISPOSAL/RECYCLING OF LEAVES
IN THE BOROUGH OF NEW MILFORD**

All bids must be accompanied by a cashier's check made payable to the Borough of New Milford or a duly executed bid bond with a recognized surety company for at least the sum of 10% of the amount of the bid as a guarantee that the bidder will enter into a contract if the contract is awarded to said bidder. The full amount of such deposit shall be returned within ten (10) days following the award of the contract covered by such specifications or the rejection of the bid of such person or corporation. Further, the successful bidder must furnish to the Borough of New Milford certificates of insurance as required by the contract documents.

The Borough will not assume responsibility for proposals forwarded by mail. It is the individual's responsibility to see that the proposals are presented to the Borough Clerk on the hour and at the place designated. Proposals and modifications received after the time set for the bid opening will not be considered.

Bidders are required to comply with the requirements of N.J.A.C. 17:27 and N.J.S.A. 10:5-31, et seq. A valid business registration certificate must be supplied with the proposal.

No bids may be withdrawn within sixty (60) days after the scheduled time for receipt of bids. The Mayor and Council of the Borough of New Milford reserve the right to waive any informalities in, or to reject, any/or all bids as may appear in the best interest of the Borough of New Milford. Any inquiries or questions regarding the bid should be made in writing and directed to the Borough Administrator/Borough Clerk, Christine Demiris.

Christine Demiris, RMC, CMC, MMC
Borough Administrator/Clerk

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I. INSTRUCTIONS TO BIDDERS

A. Defined Terms: The terms used in the instructions to bidders are defined in the General and Supplementary Conditions. The term “successful bidder” means the bidder to whom the Borough of New Milford, on the basis of its evaluation, makes an award.

B. Copies of Bidding Documents: Information regarding the examination and procurement of bid documents may be found in the Notice to Bidders. Complete sets of bidding documents must be used in the preparation of bids. The bidder shall take complete responsibility for any errors or misinterpretations caused by the use of incomplete documents.

C. Qualifications of Bidders: Each bidder must be prepared to submit written evidence to the Borough of New Milford of the bidder’s qualifications to perform the work.

D. Examination of Contract Documents and Site: Before submitting a bid, each bidder shall:

1. Examine the contract documents completely;
2. Inspect the Borough of New Milford to familiarize itself with any site conditions that may affect the cost, progress, or performance of the work;
3. Become familiar with any federal, state, or local laws and ordinances that may affect the cost or performance of the work; and
4. Review both the bid documents and bidders’ observations to ascertain the effects of all pertinent information on the cost of performance of the work.

Submission of a bid constitutes a representation that the bidder has complied with all the requirements of these specifications. The bidder further represents that the Contract Documents are sufficiently clear and detailed to convey understanding of all the terms and conditions for performance of the work.

E. Bid Security: Each bidder shall submit a bid deposit in an amount equal to 10% of the amount of the bid, or \$20,000.00, whichever is less. The bid deposit shall be in the form of a certified check or a cashier’s check payable to the Borough of New Milford, or a bid bond provided by a company licensed to do business in the State of New Jersey. The bid bond must be provided on the approved form, or equivalent provided with these specifications.

Bidders shall also provide a Consent of Surety from a surety company licensed to do business in the State of New Jersey, and with an A.M. Best rating of B- or better, showing evidence that they will provide a Performance Bond in the full amount of the

Contract if the bid is awarded to the bidder. In lieu thereof, the equivalent as to an irrevocable letter of credit may be provided. The Consent of Surety must be provided on the approved form, or equivalent provided with these specifications.

The bid security of the successful bidder will be retained until said bidder has executed the Contract and provided the required Performance Bond. At that time, the bid security will be returned. If the successful bidder fails to execute the Contract and provide performance guarantees within fifteen (15) days after the Notice of Award, the Borough of New Milford may void the award, and the bid security will be forfeited.

The bid security of the three apparently lowest bidders may be retained by the Borough of New Milford until the sixty-first (61) day after the bid opening. The bid security of all other bidders will be returned within ten (10) days of the bid opening.

F. Contract Time: The Contract shall be awarded for one year with three additional one-year options as determined by the Mayor and Council and as specified in the bid award, and shall commence November 1, 2022.

G. Preparation of Bids: The bid form is contained within the Contract Documents. Bids must be submitted on the prescribed form, completed in ink, with the bid price of each item stated in figures and spelled out in writing.

Bid forms shall not be removed from the Contract Documents, but shall be submitted with the complete volume of documents, with all pages correctly assembled.

Bids by corporations shall be executed in the corporate name by an authorized corporate officer. The corporation seal must be affixed and attested likewise by an authorized corporate secretary or like corporate officer. The corporate address, phone number, and state of incorporation shall be shown below the signature.

H. Bids by partnerships shall be executed in the partnership name and signed by a partner. The official address and phone number of the partnership must be shown below the signature.

I. Submission of Bids: All names must be typed or printed below the signature. Bids shall be submitted at time and place indicated in the Notice to Bidders. Bids submitted by mail shall not be the responsibility of the Borough of New Milford. Bids shall be clearly marked "Bid for Contract for the Transportation and Disposal/Recycling of Leaves".

J. Modification and Withdrawal of Bids: Bids may be modified or withdrawn by an appropriate document delivered to a place where bids are submitted at any time prior to the opening of the bids.

K. Bid Opening: Bids will be opened publicly and read aloud at the time and place specified in the notice to bidders. Bids received after the time specified will be returned unopened.

L. Contract Award: The Borough of New Milford reserves the right to reject any and all bids, to waive any and all informalities, to negotiate non-biddable contract terms with the successful bidder, and to disallow all non-conforming, non-responsive, or conditional bids. Discrepancies between a column of numbers and the extension of the unit prices and the sum thereof will be resolved on the basis of the unit prices.

The Borough of New Milford may conduct any investigations it deems necessary to evaluate the bid and to establish the qualifications, responsibility, and financial ability of the bidders and their associates, subcontractors, and suppliers to perform the work in accordance with the Contract Documents and within the time frame specified.

The Borough of New Milford reserves the right to reject the bid of any bidder who does not pass any phase of the Borough's evaluation.

M. Contract Execution: When the Borough of New Milford issues a Notice of Award to the successful bidder, it will be accompanied by three unsigned sets of the contract agreements. Within fifteen (15) days of said notice, the Contractor shall sign all three copies and return them to the Borough of New Milford. Within (10) days after the receipt of the agreement from the Contractor, the Borough of New Milford will execute the agreement and return two copies to the Contractor.

N. Bonding and Insurance Requirements: Bonding and insurance requirements shall be set forth in the General and Supplementary Conditions (Part III). Bonds and insurance certificates shall be submitted to the Borough of New Milford together with the executed contract agreements.

O. Written Consent: There shall be no assignment of the contract, or any part thereof, or any money due or to become due thereon, without the written consent of the Mayor and Council of the Borough of New Milford as expressed by Resolution.

P. Re-Negotiation: In accordance with N.J.S.A. 13:1E-29, the form of the contract agreement to be executed shall contain a paragraph providing for re-negotiation of the contract in the event of a change in the Solid Waste Management Plan for the Bergen County Solid Waste District that affects the contract.

II. GENERAL AND SUPPLEMENTARY CONDITIONS

A. Definitions

1. Addenda: written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding documents or the Contract Documents.
2. Agreement: the written Agreement between the Borough of New Milford and the Contractor covering the work to be performed; other Contract Documents are attached, to be the agreement and make a part thereof as provided therein.
3. Application for Payment (Voucher): the form accepted by the Borough of New Milford, which form is to be used by Contractor in requesting progress or final payment, and which is to include such supporting documentation as is required by the contract Documents.
4. Bid: the offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
5. Bidder: any person, firm or corporation submitting a bid for the work.
6. Bonds: bid, performance, labor and material payment bonds, and other instructions of security; an irrevocable letter of credit is acceptable in lieu of a bond.
7. Borough: Borough of New Milford.
8. Borough Administrator: the Chief Administrative Officer of the Borough of New Milford.
9. Contract Documents: the Agreement; addenda (which pertain to the Contract Documents), Contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement; the bonds; these General Conditions; the supplementary conditions; the specifications; together with all modification issued after execution of the Agreement.
10. Contract Price: the money payable by the Borough of New Milford to the Contractor under the Contract Documents as stated in the Agreement.
11. Contract Time: the number of days or the date stated in the Agreement for the completion of the work.
12. Contractor: the person, firm or corporation with whom the Borough of New Milford has entered into the Agreement.

13. Day: a calendar day of twenty-four (24) hours measured from 12:00 a.m. to 11:59 p.m.
14. Defective: an adjective which, when modifying the work, refers to work that is unsatisfactory, faulty, deficient, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents.
15. Effective Date of Agreement: the date indicated in the Agreement on which it becomes effective; but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
16. Leaves: Vegetative waste collected by the Borough of New Milford.
17. Municipality-Owned Property: properties owned by the Borough of New Milford and which are to receive services as specified herein.
18. Notice of Award: the written notice by the Borough of New Milford to the apparent successful bidder stating that, upon his compliance with the conditions enumerated therein, within the time specified, the Borough of New Milford will sign and deliver the agreement.
19. Notice to Proceed: a written notice given by the Borough to the Contractor fixing the date on which the contract time will commence to run and on which Contractor shall start to perform his obligations under the Contract Documents.
20. Owner: the Borough of New Milford.

B. Bonding and Insurance Requirements

1. Performance Bond:

a) The Contractor shall furnish a performance bond or irrevocable letter of credit in the amount equal to the collection of the bid price. Bonds may be reduced on a yearly basis, over the life of the Contract in an amount equal to the value of the work remaining under the Contract.

All bonds shall be issued by a company licensed to do business in the State of New Jersey, which business shall have an A.M. Best's Rating of B+ or better. The form of all bonds shall be subject to the review and approval of the Borough's Attorney.

If the surety of the bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or has its right to do business terminated in New Jersey, the Contractor shall substitute another bond and surety acceptable to the Borough within ten (10) days of such occurrence.

b) Bid Bond: The Contractor, if providing a bid bond with the bid must use the form enclosed with these specifications or equivalent. The bid bond shall not limit the amount of damages to be collected if no contract is signed except to the limit of the total amount of the bid bond.

2. Contractor's Insurance:

a) The Contractor shall maintain during the life of the contract insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipalities. The Contractor shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipalities prior to commencement of work.

b) Policy and Limit Guidelines as follows:

(1) Worker's Compensation insurance in accordance with laws of the State of New Jersey and other states where work is being performed. The Contractor shall also have and maintain Employers Liability Insurance as well as USL&H and Jones Act coverage where applicable.

(2) Commercial General Liability insurance coverage written on an occurrence basis and must not be altered by any endorsement limiting coverage. Limits of liability shall not be less than the following:

\$2,000,000	General Aggregate per location per job
\$2,000,000	Products/Completed Operations
\$1,000,000	Personal Injury and Advertising Injury Limit
\$1,000,000	Each Occurrence Combined Single Limit for Bodily Injury and Property Damage

The Coverage shall include:

- (a) Premises/Operation
 - (b) Independent Contractors
 - (c) Contractual liability covering liability assumed under the indemnification provision contained in this Agreement and deleting any third party beneficiary exclusion.
 - (d) Broad form property damage liability including completed operations.
 - (e) Personal injury coverage including coverage for liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry.
 - (f) Products and completed operations for a period of two (2) years from substantial completion.
 - (g) Limited Pollution Cleanup at a limit of \$100,000.
- (3) Comprehensive Automobile Liability Insurance covering the use of all owned; non-owned hired or leased automobiles with limits of liability not less than \$1,000,000 combines single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorists at limits no less than the minimum statutory limits.
- (4) Umbrella Liability insurance policy written on an occurrence basis with a minimum combined single limit of “\$5,000,000” as “Follow Form” excess of the Contractor’s Employer’s Liability Commercial General Liability and

Comprehensive Automobile Liability insurance policies required herein. Coverage to include on-site limited pollution.

c) Additional Requirements as follows:

(1) Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Borough of New Milford shall be furnished forthwith. Each such policy or certificate shall contain a provision that is not subject to change, cancellation or non-renewal unless 30 days prior written notice via certified mail/return receipt shall have been given to the Borough of New Milford by the Contractor's Insurer. These must be received thirty (30) days prior to commencement of work.

(2) The Contractor agrees that it will defend, indemnify and save harmless the Borough of New Milford, its officers, agents and employees from and all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.

(3) All insurance purchases and maintained by the Contractor shall designate the Borough of New Milford their officers, agents, employees, consultants as additional insured.

(4) Except as modified by the Borough of New Milford in writing the insurance requirements herein shall also apply to the Subcontractors and to the Sub-Subcontractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work.

(5) All insurance coverage evidenced by the Contractor in accordance with this contract shall be from A.M. Best's rated A-X or better Insurance Company licensed to do business in the State of New Jersey.

(6) All proof of insurance submitted to the municipality shall clearly set forth all exclusions and deductible clauses. The Borough of New Milford will allow certain deductible clauses which are not considered excessive, overly broad or harmful to the interest of the Borough of New Milford. Standard exclusion will be allowed for any additional exclusions. This will be at the discretion of the Borough of New Milford. Regardless of the

allowance of exclusions or deductions by the Borough of New Milford, the Contractor shall be responsible for the deductible limit of this policy and all exclusions consistent with the risks he assumes under this contract and as imposed by law.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the Contractor is required by the terms of this contract to maintain insurance, said certificates are acceptable but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the Borough of New Milford are continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event that the Contractor fails or refuses to renew its insurance policy, or the policy is cancelled, terminated or modified so that the insurance does not meet the requirements of this subsection, the Borough of New Milford may refuse to make payment of any further moneys due or coming due under this contract or refuse to make due or coming due under other contracts between the Contractor and insurance for the periods and amounts referred to above. Alternatively, the Borough of New Milford may default the Contractor direct the surety to complete the project. During any period when the required insurance is not in effect, the Borough of New Milford may suspend performance of the contract. If the contract is so suspended, additional compensation of extension of contract time is not due on account thereof.

(7) Non-Subrogation Rights: The policies shall provide that neither the contractor nor the insured shall have any right to subrogation against the Borough of New Milford, its employees or agents. It is the intention of the parties that the policies shall protect all of the parties and shall be primary coverage for any and all losses covered by the above described insurance.

C. Supervision and Labor

1. Supervision – the Contractor shall supply a competent supervisor who shall be within one-hour travel time of the Borough of New Milford at all times while collections are being made and be equipped with suitable communications with his

office. It shall be the supervisor's responsibility to monitor the collections being made, receive any complaints, and to resolve disputes with respect to the services to be provided under this contract. It shall also be the responsibility of the supervisor to notify the Director of the Department of Public Works, or designee or Recycling Coordinator at any time that problems are experienced with the collection procedure and to advise the Director of the Department of Public Works, or designee or Recycling Coordinator of the steps being taken to correct the problems.

2. The Contractor shall maintain an employee in the supervisor's office who shall be available in person and by local telephone service from the Borough of New Milford to receive and handle complaints or inquiries between the hours of 7:00 a.m. to 3:00 p.m., Monday through Friday. An emergency telephone number for calls to be made after or before regular hours or on weekends shall also be provided.

3. Labor – The Contractor shall be responsible for providing competent labor for the collection and disposal/recycling of leaves as defined herein within the Borough of New Milford. The Contractor shall provide the Borough with a list of all employees who will be utilized in the performance of the contract. The Contractor will provide the driver's license numbers of all Contractor employees who drive vehicles in the performance of the contract in the Borough. The Contractor will immediately notify the Borough of any additions, deletions or modifications to the employee list as provided above.

The Director of the Department of Public Works, or designee may require a suspension or removal from service in the Borough of New Milford of any Contractor or authorized Sub-Contractor employee for one or more of the following offenses during working hours:

Intoxication.

The use of loud, profane, vulgar or obscene language.

Soliciting gratuities or tips from the public for services performed hereunder.

The refusal to collect or handle transportation and disposal/recycling of leaves as herein required and defined.

The wanton or malicious scattering or spilling of materials.

Any other wanton, willful or reckless disregard of safety or sanitary requirements.

4. Equipment – The Contractor shall provide such equipment as required in the Detailed Specifications for the Transportation and Disposal/Recycling of Leaves (as defined herein) under this contract.

5. Permits – The Contractor shall obtain and pay for all permits required by law for the transportation and disposal/recycling of leaves.

6. Laws and Regulations – The Contractor shall give all notices and comply with all Federal, State, and local laws, ordinances, rules and regulations applicable to the work. If the Contractor observes that the specifications are at variance therewith, the Contractor shall give the Borough Administrator prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulation, and without such notice to the Borough Administrator, the Contractor shall bear all costs arising there from.

7. Safety and Protection – The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

a) All employees on the job and other persons who may be affected thereby.

b) Property within the Borough of New Milford including trees, shrubs, lawns, walk, pavement, roadways, structures and utilities, which in the event of damage by the Contractor shall be made whole by the Contractor at his expense in a time limit approved by the Director of the Department of Public Works, or designee.

The Contractor shall designate a responsible member of his organization who duty shall be the prevention of accidents. This person shall be designated in writing by the Contractor to the Director of the Department of Public Works, or designee.

8. The Contractor will insure that gratuities of any kind will not be accepted by the Contractor or Contractor's employees in the performance of the work.

D. Borough's Responsibilities

1. The Borough of New Milford shall issue all communications to the Contractor through the Director of the Department of Public Works, or designee in writing, or by telephone, to be confirmed in writing.

2. The Borough of New Milford shall make payments to the Contractor promptly after they are due.

3. It is expressly understood that the obligations of the Borough of New Milford are subject to the availability and contingent upon the appropriation of sufficient funds as may be required to meet such obligation during each fiscal year within the term of this Agreement. If the Borough Treasurer fails to certify by the tenth of the month for which a payment is due under this Agreement that sufficient funds are available to meet said monthly payments, this Agreement shall thereupon terminate without further obligation of either party to the other.

E. Payments to the Contractor

1. The Contractor shall submit a voucher for payment to the Borough of New Milford Director of Public Works. Contractor shall be paid within forty-five (45) days of submission of a properly approved voucher.

2. Requests for payment shall be standard voucher forms of the Borough of New Milford.

3. The Borough of New Milford Director of Public Works may make deductions for violations of the contract requirements as specified in the Detailed Specifications.

4. Payments will be made monthly upon satisfactory performance of service and upon receipt of a signed voucher from the Contractor in the normal manner prescribed by law.

F. Suspension of Work or Termination

1. The Borough of New Milford may terminate the Contract upon the occurrence of any one or more of the following events.

a) If the Contractor is adjudged as bankrupt or insolvent;

b) If the Contractor makes a general assignment for the benefit of creditors;

c) If a trustee or receiver is appointed for the Contractor or for any of the Contractor's property;

d) If the Contractor files a petition to take advantage of any debtors act, or to reorganize under the bankruptcy of similar laws;

e) If the Contractor repeatedly fails to make prompt payments for labor, materials or equipment;

- f) If the Contractor repeatedly fails to supply sufficient skilled workmen or suitable equipment;
- g) If the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- h) If the Contractor assigns this contract or any part, including money due thereof without first receiving permission from the Borough.
- i) If the Contractor disregards the authority of the Director of the Department of Public Works, or designee or the Borough Administrator; or
- j) If the Contractor otherwise violates in any substantial way any provision of the contract documents, the Borough of New Milford may after giving the Contractor and surety ten (10) days written notice, terminate the services of the Contractor, exclude the Contractor from the site and finish the work as the Borough of New Milford may deem expedient. In such case, the Contractor's work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Borough of New Milford. Such costs incurred by the Borough of New Milford shall be calculated and verified by the Borough Administrator and incorporated in a change order, but in finishing the work, the Borough shall not be required to obtain the lowest figure for the work performed. Where the Contractor's services have been so terminated by the Borough of New Milford, the termination shall not affect any rights of the Borough of New Milford against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the Borough of New Milford will not release the Contractor from liability.

G. Qualification of Bidders

1. The Bidder is required to complete a Statement of Qualification to assure the Borough of New Milford that he is qualified to perform the work in an acceptable manner. The statement of qualifications shall include the following items, all of which must be completed for the bid to be considered complete.

- a) Equipment owned or leased and proof of equipment ownership or lease agreements conforming to the requirements of the detailed specifications.

- b) Bidder qualification questionnaire and a list of municipalities with which bidder has contracted for the transportation and disposal/recycling of leaves in the past five years, including name and phone number of the official reported to a description of contract.
- c) State of Financial Condition signed by Contractor's President or Chief Financial Officer of bidders' company.
- d) Name of supervisor to be assigned to this work.
- e) Copies of NJDEP permits which cover the contractor and his vehicles to be used under this contract.

H. Sales and Use Tax

The Borough of New Milford are exempt from New Jersey Sales and Use Taxes imposed by the Sales and Use Tax Act (N.J.S.A. 54:32B-1, et. seq.).

I. Equal Opportunity Employment

Contractor shall comply with the affirmative action requirements of Exhibit "A" attached to these specifications.

J. Violations of Contract Requirements

It is understood that the orderly and proper collection of material as defined herein, is a matter of serious and vital concern to the Borough of New Milford 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 Borough of New Milford for failure to comply with the contract requirements, the following stipulated penalties and damages may be invoked on behalf of the Borough of New Milford by the Director of the Department of Public Works, or designee, whose determination and certification of the same shall be final. The Director of the Department of Public Works, or designee shall notify the Contractor of all violations. If the violation is not corrected promptly, or represents after notice of the first, a repeated violation of the same requirement within any thirty (30) day period, the Director of the Department of Public Works, or designee may invoke damages and make an appropriate deduction from the next payment due the Contractor in accordance with the following violation schedule.

DETAILED SPECIFICATIONS FOR TRANSPORTATION AND DISPOSAL/RECYCLING OF LEAVES AND VEGETATIVE WASTE

A. Scope of Work:

1. Contractor will be responsible for removal and disposal of all leaves, grass, brush, stumps, small logs, and debris collected by street sweeper (collectively “vegetative waste”) from the Borough of New Milford storage site. The Borough will award a separate contract for removal and disposal/recycling of each of the above materials to the lowest responsible bidder for each material.
2. The Contractor shall be responsible for loading Contractor’s trucks from October 16th through December 31st, which is approximately when leaf collection becomes heavy. The Borough of New Milford shall be responsible for loading Contractor’s trucks for the rest of the year.
3. Contractor shall be responsible for having trucks weighed full and empty, and providing the Borough with certified receipts indicating the weight of material removed from the Borough. These certified weights shall form basis for payment to the Contractor as discussed below.
4. The Contractor shall notify the Borough of New Milford by telephone approximately 30 minutes before Contractor’s loaded trucks leave the Borough’s storage site to provide the Borough with the opportunity to verify the amount of material being removed, if the Borough deems it necessary.

B. Frequency and Response Time:

1. The Borough anticipates pickup of grass once per week from April 1st to October 31st. Contractor must remove grass each week within twenty-four hours of pickup by the Borough. The Borough will call Contractor with an estimate of the amount of grass the day before the agreed upon day for removal (i.e., the Borough currently picks up grass from residential properties on Wednesday). By the end of the day, the Borough of New Milford will call Contractor with an estimate for Thursday’s removal from the Boroughs’ storage site.
2. The Borough anticipates pick up of leaves as often as every day from November 1st to December 31st of each year. Prompt removal is essential.

3. Removal of brush, stumps, logs and street sweepings is anticipated to be less frequent.
4. From January 1st to March 31st of each year, removal will be on an as needed basis. During this period, the Contractor must remove all vegetative waste within four (4) days of a request from the Borough for removal.
5. The removal schedules noted in Sections A and B immediately above are estimations. Actual removal will be based upon the needs of the Borough at the time and may, therefore, be more or less frequent.
6. Unless a tighter timeframe is noted elsewhere in the bid specifications (for example, grass must be removed within 24 hours of pick up by the Borough), the Contractor must remove all vegetative waste no later than the 4th day following the request from the Borough for removal.

C. Equipment:

1. Contractor must supply 100-cubic yard trucks, average 6-10 trucks/day, and personnel to transport materials from the Boroughs' storage site to registered recycling facility.
2. The Borough will supply loader and personnel to load Contractor's containers from January 1st to November 1st of each year.
3. The Contractor shall provide a sufficient number of loaders and personnel to load Contractor's trucks from November 1st to December 31st of each year.
4. Contractor shall provide a 30-cubic yard container for storage and transportation of stumps and small logs. This container shall remain on site in the Borough of New Milford and shall be replaced by Contractor with an empty container when removed. The Borough will be responsible for loading this container. Contractor shall be responsible for removing filled container and disposing of contents.
5. The Contractor shall provide a 20-cubic yard container for storage and transportation of street sweepings. This container shall remain on site in the Borough of New Milford and shall be replaced by Contractor with an empty container when removed. The Borough will be responsible for loading this container. Contractor shall be responsible for removing filled container and disposing of contents.
6. The Borough shall not be responsible for costs related to fuel or liability insurance.

D. Schedule:

1. Monday through Friday, 7:00 am to 3:00 pm. The Borough's site is to be emptied every day, Saturdays if needed, as designated by Director of the Department of Public Works, or designee of the Borough of New Milford.

E. Holidays:

1. Pickups shall not be made on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day, but must be provided on the next business day. Additional recognized holidays must be similarly observed with reasonable prior notice and approval of the Director of the Department of Public Works, or designee.

F. Inclement Weather:

1. In the event of inclement weather, such as severe snows, hurricanes, or floods which preclude pick up from the Boroughs' site on two successive collection dates, the Director of the Department of Public Works, or designee may direct the Contractor to modify his schedule to best service the needs of the Borough of New Milford.

G. Disposal Fees:

1. The Borough will pay contractor on a per cubic yard basis; with the exception of stumps and logs, for which Borough shall pay per container. The Borough makes no representation or warranty regarding the weight or volume of material that the Borough will generate during the contract period. For prior year's weight and volume, the Contractor may contact the Director of the Department of Public Works, or designee; however, past estimations of volume do not represent a prediction of the Boroughs' output during the contract period. The Contractor will be paid per cubic yard basis for material removed from the Boroughs' storage site.

H. Disposal Site:

1. If the United States Environmental Protection Agency, or the New Jersey Department of Environmental Protection alters its rules or regulations regarding composting in such manner as to render performance of any contract awarded pursuant to these bid specifications impracticable, those contracts may be terminated by either party and re-negotiated or re-bid as necessary.
2. The disposal dumping facility must not exceed forty (40) miles away from the nearest municipal boundary of the Borough of New Milford.

I. Contract Period:

1. The contract by the Borough of New Milford shall be for a period of one (1) year with three (3) one-year renewal options.

Department of Public Works Telephone Numbers:

Borough of New Milford: 201-967-8172

BOROUGH OF NEW MILFORD

Bid Proposal Form

Pursuant to public advertisement, we, the undersigned, hereby declare that we have carefully examined the attached proposal, specification and bid form sheets attached hereto to provide:

LOADING, TRANSPORTATION AND DISPOSAL/RECYCLING OF LEAVES, VEGETATIVE WASTE IN THE BOROUGH OF NEW MILFORD

Cost Proposal:

One (1) Year Contract with one (1) to three (3) One-Year Renewal Options

The Contractor may propose removal and disposal of one or more materials listed below. **The Borough of New Milford will award separate contracts for removal and disposal of each material to the lowest responsible bidder for that material.** By proposing on a material listed below, Contractor acknowledges that it will be bound to perform a contract for that material at the rate stated below and that Contractor might not be awarded a contract for removal and disposal of other materials.

Contractor Must Propose Alternates:

The Contractor must propose by volume, by weight, and a lump sum price. Failure to propose every alternate (by volume, by weight, and a lump sum) for a material shall render the proposal non-responsive as to that material. The Borough of New Milford reserves the right to award the contract for a particular material to the lowest responsible bidder by volume, by weight, or lump sum.

Contractor is reminded that when bidding price per cubic yard that the Contractor shall be responsible for loading its trucks from October 16 through December 31 of each year.

**THIS BID MUST BE RETURNED IN ITS ENTIRETY IN ORDER TO BE
CONSIDERED FOR AN AWARD**

BOROUGH OF NEW MILFORD

SECTION 1 – ONE (1) YEAR CONTRACT November 1, 2022 – October 31, 2023

Material: Leaves

Alternate A: By Volume \$_____per cubic yard (loose)

Alternate B: By Weight \$_____

Alternate C: Lump Sum \$_____

Material: Grass

Alternate A: By Volume \$_____per cubic yard (loose)

Alternate B: By Weight \$_____

Alternate C: Lump Sum \$_____

Material: Brush

Alternate A: By Volume \$_____per cubic yard (loose)

Alternate B: By Weight \$_____

Alternate C: Lump Sum \$_____

Material: Logs

Alternate A: By Volume \$_____per cubic yard (loose)

Alternate B: By Weight \$_____

Alternate C: Lump Sum \$_____

Material: Stumps

Alternate A: By Volume \$_____per cubic yard (loose)

Alternate B: By Weight \$_____

Alternate C: Lump Sum \$_____

Material: Sweepings

Alternate A: By Volume \$_____per cubic yard (loose)

Alternate B: By Weight \$_____

Alternate C: Lump Sum \$_____

SECTION 2 – YEAR TWO EXTENSION OPTION November 1, 2023 – October 31, 2024

Material: Leaves

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

Material: Grass

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

Material: Brush

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

Material: Logs

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

Material: Stumps

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

Material: Sweepings

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

SECTION 3 – YEAR THREE EXENSION OPTION November 1, 2024 – October 31, 2025

Material: Leaves

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

Material: Grass

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

Material: Brush

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

Material: Logs

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

Material: Stumps

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

Material: Sweepings

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

SECTION 4 – YEAR FOUR EXTENSION OPTION November 1, 2025 – October 31, 2026

Material: Leaves

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

Material: Grass

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

Material: Brush

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

Material: Logs

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

Material: Stumps

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

Material: Sweepings

Alternate A: By Volume \$ _____ per cubic yard (loose)
Alternate B: By Weight \$ _____
Alternate C: Lump Sum \$ _____

BIDDERS ARE REQUIRED TO USE THIS PROPOSAL FORM FOR REMOVAL AND TRANSPORTATION OF LEAVES, GRASS, BRUSH, STUMPS LOGS AND STREET SWEEPINGS TO A REGISTERED RECYCLING AND DISPOSAL FACILITY ONLY.

The undersigned is a corporation under the Laws of the State of: _____

Having its principal place of business at _____

Signed _____ Date _____

Printed Name & Title _____

Address _____

Phone _____ Fax _____ E-mail _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as Principal, and
_____ as Surety, are hereby held and
firmly bound unto the Borough of New Milford in the penal sum of ten percent of the bid amount
for the payment of which, well and truly, to be made, we hereby jointly and severally bind
ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____ 2022.

The condition of the above obligation is such that whereas the Principal has submitted to
the Borough of New Milford a certain Bid, attached hereto, and hereby made a part hereof, to enter
into a contract in writing for the purchase by the Borough of New Milford.

If said bid shall be accepted, the Principal shall execute and deliver a contract in the form
of contract to be prepared by the Borough Attorney. Property completed in accordance with said
bid and shall furnish a bond for his faithful performance of said Contract, and shall in all other
respects perform the agreement created by the acceptance of the said Bid.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it
being expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its bond shall be in no way impaired or affected by any extension of the time within
which the Principal may accept such Bid; and said Surety does hereby waive notice of any such
extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and
such of them as are corporations having caused their corporate seals to be hereto affixed and these
presents to be signed by their proper corporate officers, the day and year first set forth above.

Principal: _____

By: _____

Surety: _____

CONSENT OF SURETY

The Bidder to whom the Borough of New Milford award the Contract shall within thirty (30) days become bound as surety and guarantor for its faithful performance, and shall become bound as surety and guarantor for its faithful performance, and shall execute a bond in the form required by New Jersey R.S. 2A:44-147. Said bond shall be in an amount equal to one hundred percent (100%) of the contract price and to be conditioned so as to indemnify the Borough of New Milford, Bergen County, New Jersey, against loss due to the failure of the Bidder to meet the stipulations of the contract, contract documents, and the bond, and to guarantee payment to all persons performing or furnishing labor or materials for the performance of said contract. If the said corporation, person or persons shall omit or refuse to execute such contract, if so awarded, it will pay on demand to the Borough of New Milford, Bergen County, New Jersey, any difference between the sum to which said corporation, person or persons would have been entitled upon the completion of such contract and the sum which the said Borough or township may hereafter be obliged to pay the corporation, person or persons to whom a substitute contract may be afterwards awarded. The amount of the difference shall be determined by the bids.

IN WITNESS WHEREOF, said corporation has set its seal and caused these presents to be signed by its duly authorized officers, this _____ day of _____, 2022.

	_____ Principal (Seal)
_____ Witness	_____ Signature
_____ Name/Title	_____ Name/Title
ATTEST: _____ Witness	BY: _____ (Surety) (Seal) Signature
_____ Name/Title	_____ Name/Title

HOLD HARMLESS AGREEMENT

Between

The Borough of New Milford
930 River Road
New Milford, NJ 07646

AND

Contractor

Address (not a post office box)

Telephone No.

Fax No.

It is understood and agreed that the Contractor is:

1. An independent Contractor and not an employee of the Borough of New Milford.
2. The Contractor agrees to indemnify and hold harmless the Borough of New Milford, the Borough Committees of the Borough of New Milford, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including attorneys' fees to which the Borough of New Milford may be put for on account of any injury or alleged injury to person, including death or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the Borough of New Milford harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a Certificate of Insurance specifically naming the Borough of New Milford as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000.

Signed this _____ day of _____, 2022.

As the binding act in deed of

Name of Organization

Authorized Signature and Title

PRINT Authorized Signature

Witness

BIDDER'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

NAME _____ being duly sworn, deposes

and says that he/she resides at

and that he/she is the _____
Title

of _____
Name of Organization

Who signed the Proposal of Bid, that he/she was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained I the Bid are true to the best of his/her knowledge and belief.

Affiant

Subscribed and Sworn before me

this _____ day of _____, 2022

(Seal)
Notary Public

Commission expiration date

STATEMENT OF BIDDER'S QUALIFICATIONS & EQUIPMENT LIST

All questions must be answered and that data given must be clear and comprehensive. This statement must be notarized.

1. Name of Bidder _____

2. Permanent main office address _____

Telephone _____ Fax _____

3. When organized _____

4. Where incorporated _____

5. How many years have you been engaged in the contracting business under your present firm name? _____

6. Contracts on hand: (Schedule these showing gross amount of each contract and approximate anticipated dates of completion.)

7. List your major equipment available for this contract. _____

8. General character of work performed by your company _____

9. Have you ever failed to complete any work awarded to you? If so, where and why?

10. Have you ever defaulted on a contract? _____

11. Background and experience of the principal members of your personnel, including the officers.

12. Credit available. Furnish written evidence.

13. Financial statement, no more than 60 days old.

NAME _____

Subscribed and sworn before me

SIGNATURE _____

This ____ day of _____, 2022

DATE _____

_____(Seal)

Notary Public

Commission Expiration Date

REFERENCES

Contact Name: _____

Company: _____

Address: _____

Phone Number: _____

Contact Name: _____

Company: _____

Address: _____

Phone Number: _____

Contact Name: _____

Company: _____

Address: _____

Phone Number: _____

Contact Name: _____

Company: _____

Address: _____

Phone Number: _____

Contact Name: _____

Company: _____

Address: _____

Phone Number: _____

CERTIFICATION

I certify that the Loading, Transportation and Disposal of Recycling/Vegetative Waste from the Borough of New Milford shall be completed in accordance with the bid specifications and procedures:

COMPANY _____

ADDRESS _____

PRESIDENT/OWNER (Name Printed)

SIGNATURE OF PRESIDENT/OWNER

TELEPHONE NUMBER

Subscribed and Sworn before me

this _____ day of _____, 2022

_____(Seal)

Notary Public

Commission expiration date

BIDDER’S SAFETY ACKNOWLEDGEMENT

The undersigned hereby states that as a principal of the firm submitting this proposal, he or she is fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this project and that he or she shall instruct his or her personnel to follow these regulations.

If it is observed by an official representative of the municipality that these safety regulations are not being followed and there exists a potential serious safety deficiency that could result in an accident, I acknowledge that this municipal representative may stop the project until the safety deficiency is corrected without any claim for additional compensation by this firm.

SIGNATURE

WITNESS OR ATTESTED BY SIGNATURE

DATE

NAME OF ORGANIZATION

PRINT NAME AND TITLE OF PERSON SIGNING

(Must be signed and submitted with Bid Proposal)

BOROUGH OF NEW MILFORD

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledge for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

A contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractors"). The proof shall be in the form of a copy of the organization's "Business Registration Certificate" issued by the Division of Revenue. The proof of business registration shall be provided at the time the bid or proposal is officially received and opened by the contracting agency.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (NJSA 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or Subsection e. or f. of Section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

PUBLIC WORKS CONTRACTOR REGISTRATION ACT (P.L.C. 238)

Statutory Reference: N.J.S.A. 34:11-56.48

All contractors and subcontractors as defined in N.J.S.A. 34:11-56.48 et seq. submitting a bid for this project shall be registered with the Department of Labor in accordance with N.J.S.A. 34:11-56.46 et seq. All bidders shall submit proof of registration (including a copy of the registration application) with the bid.

**BOROUGH OF NEW MILFORD
MUNICIPAL BUILDING
930 RIVER ROAD
NEW MILFORD, NJ 07646
(201) 967-5044
(201) 262-7967 FAX**

REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS

N.J.S.A. 10.5-31 et seq. P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.S.A. 10.5-31 et seq. and P.L. 1975, C. 127 (N.J.A.C. 17:27) (Exhibit A). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of title contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).
OR
2. A photocopy of an approved Certificate of Employee Information Report.
OR
3. An Affirmative Action Employee Information Report (Form AA302).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C.127.

The following questions must be answered by all bidders:

Do you have a federally approved or sanction Affirmative Action Program?

YES _____ NO _____

Do you have a Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a copy of such certificate.

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

COMPANY: _____ SIGNATURE _____

TITLE: _____

Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of N.J.S.A. 10.5-31 et seq. or P.L. 1975, C. 127, within the time frame.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE 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 or sex. Except with respect to affectional or sexual orientation, 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 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 to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 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 county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the 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, and labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEP as may be requested by the office 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Borough of New Milford do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 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 possible 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.

FORMS TO BE PROVIDED BY ELEC
N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, S.3)

Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf> . Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

CHECK THE APPROPRIATE RESPONSE

_____ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

_____ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____
*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

BIDDER'S CHECKLIST

Items marked "X" must be submitted with proposal.
Please initial all items.

Statement of Ownership	<u>X</u>	_____
Non-Collusion Affidavit	<u>X</u>	_____
Bid Bond	<u>X</u>	_____
Consent of Surety	<u>X</u>	_____
Hold Harmless Agreement	<u>X</u>	_____
Bidders Affidavit	<u>X</u>	_____
Statement of Qualifications & Equipment	<u>X</u>	_____
References	<u>X</u>	_____
Certification	<u>X</u>	_____
Acknowledgement of Receipt of Addenda	<u>X</u>	_____
NJ Business Registration	<u>X</u>	_____
Public Works Contractor Registration	<u>X</u>	_____
Certified Payrolls	—	_____
Affirmative Action Compliance	<u>X</u>	_____
Americans With Disabilities Act	<u>X</u>	_____
Disclosure of Investment Activities in Iran	<u>X</u>	_____
Document Check List	<u>X</u>	_____

TONNAGE INFORMATION 2021

BOROUGH OF NEW MILFORD			
MATERIAL	CUBIC YDS.	TONS	
Brush/Tree Parts		2,565	
Grass Clippings		1,580	
Leaves		1,626	
Stumps (Logs)		27.5	
Street Sweepings		125	
Total		5,923.5	