

**BOROUGH OF MILFORD  
UNIFORM BID SPECIFICATIONS  
SOLID WASTE  
AND RECYCLABLE MATERIALS  
COLLECTION SERVICE**

**1. INSTRUCTIONS TO BIDDERS**

**1.1 THE BID**

The Borough of Milford is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services and recyclable collection services for a period of one, two, three or five year(s), to commence effective March 1, 2025, and ending pursuant to award, in accordance with the terms of these Bid Specifications and *N.J.A.C. 7:26H-6 et seq.*

**1.2 CHANGES TO THE BID SPECIFICATIONS**

Notice of revisions or addenda to advertisements or bid documents relating to bids shall be published in the *Hunterdon County Democrat, Courier News* and *Star Ledger* no later than seven (7) days, Saturdays, Sundays, and Holidays excepted, prior to the acceptance of bids. Any bidder questioning the specifications or terms set forth in the bid documents shall notify the Municipal Clerk in writing by certified mail no later than February 11, 2025.

**1.3 BID OPENING**

All bid proposals will be publicly opened and read by the Municipal Clerk of the Borough of Milford on February 20, 2025, at 2:00 P.M. prevailing time at Borough Hall, 40 Frenchtown Road, Milford, New Jersey, 08822. Bids must be delivered by hand or by mail to the Borough Clerk no later than February 20, 2025, at 2:00P.M. prevailing time. Bids must be received in a sealed envelope clearly marked as bid proposal. 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. A photocopy of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126; (6.2);
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 ten percent (10%) of the total amount of the bid proposal, not to exceed \$20,000; payable to the Borough of Milford;
4. Non-collusion affidavit;
5. Stockholder statement of ownership
6. Consent of surety,

7. Bid Proposal; and
8. A Business Registration Certificate (BRC); and
9. Disclosure of Investment Activities in Iran, in accordance with *N.J.S.A. 52:32-58*

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.

"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 whom 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.

"Borough's Solid Waste Commissioner" is the person authorized by the contracting unit to 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 any 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 whom award of the contract shall be made.

"Designated collected recyclable material" means:

- (a) Paper, cardboard, corrugated and plain, newspapers, magazines, paper bags, phone books, and junk mail that is not plastic coated
- (b) Aluminum and steel food cans;
- (c) Glass, regardless of color;
- (d) Plastic items identified as plastic type No. 1 or No. 2, except containers used for motor oil.

*Recycling is governed by Chapter 164 Solid Waste of the Revised Ordinances of the Borough of Milford.*

"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 in the Hunterdon County Solid Waste Management Plan for use by the Borough of Milford and that facility which is geographically closest to the Borough of Milford at the lowest disposal fee or processing fee.

Contractor may transport to and dispose of waste at the Hunterdon County Transfer Station ("the Station"), 97A Petticoat Lane, Annandale, New Jersey 08801 or utilize another licensed facility in their bid price if tipping fees are included in the bid.

"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 at *N.J.S.A.* 40A:11-2.

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, including:

- New Year's Day
- Memorial Day Observed
- Independence Day Observed
- Labor Day
- Thanksgiving Day
- Christmas Day

"Legal newspaper" means the Hunterdon County Democrat

"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 area described in Section IV herein. The service area(s) is the entire Borough of Milford.

"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 for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of 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 Borough of Milford may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder; provided, however, the Borough shall not award the contract based on the bid price for separate 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 Milford in the amount of ten percent (10%) of the highest aggregate 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 of Milford.

### **3.3 EXCEPTIONS TO THE BID SPECIFICATIONS**

Any conditions, limitations, provisos, 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 shall result in the rejection of the Bid Proposal by the Borough of Milford.

### **3.4 “BRAND NAME OR EQUIVALENT”**

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 provide an equivalent product, subject to the approval of the Borough of Milford.

### **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. 7:26-16* 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 of Milford agrees to the assignment or other disposition. No such assignment or disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

## **4. AWARD OF CONTRACT**

### **4.1 GENERALLY**

A. The Mayor and Council 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 Milford 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 Mayor and Council 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 Mayor and Council rejects all bids, the Borough of Milford shall publish a notice of re-bid no later than ten (10) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

#### **4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT**

Within fourteen (14) calendar days of the award of the contract, the Borough of 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 Milford to declare the contractor non-responsive and to award the contract to the next lowest bidder.

#### **4.3 RESPONSIBLE BIDDER**

The Borough of Milford shall determine whether a bidder is "responsible" in accordance with *N.J.S.A. 40A:11-2* 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 a one-year performance bond issued by a Surety in an amount equal to no more than 100% value of award price. The successful bidder shall provide said performance bond to the Borough's Solid Waste Commissioner prior to the date and time contained in the Notice of Award described in Section 4.4 above. The performance bond for each succeeding year shall be delivered to the Borough's Solid Waste Commissioner with proof of full payment of the premium one hundred and twenty (120) days prior to the expiration of the current bond.

B. Failure to provide the required yearly performance bond at the time and place specified by the Borough of Milford shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Borough of 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. 7:26H-6.7(d)* and Section 4.1 above.

C. For a one, two, three or five year contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond to the Borough's Solid Waste Commissioner prior to the date and time contained in the Notice of Award described in Section 4.4 above. The performance bond for each succeeding year shall be delivered to the Borough's Solid Waste Commissioner with proof of full payment of the premium one hundred (120) days prior to the expiration of the current bond. The performance bond for each succeeding year shall be delivered to the Borough of Milford 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 Mayor and Council 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 Borough of Milford 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 (7) days after receipt of notification of the intent of the Mayor and Council of the Borough of Milford to award any contract the contractor must submit one of the following to the Borough of Milford:

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 an (A.A. 302) Affirmative Action Employee Information Report.

C. If the Contractor does not submit the affirmative action document within the required time period the Borough of Milford may extend the deadline by a maximum of the fourteen (14) calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of 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 these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the Borough of Milford will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges 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 Mayor and Council may not award a contract until all tabulations are complete.

## 5. WORK SPECIFICATIONS

### 5.1. OPTIONS

The Contractor shall provide service for each Option awarded by the Borough of Milford. The Mayor and Council shall select one collection Option for the contract period of one, two, three and five years in accordance with any of the option proposals submitted.

### 5.2. COLLECTIONS

The Contractor shall provide collection, removal, and disposal from within the territorial and geographical boundaries of the Borough of Milford.

### 5.3 COLLECTION OPTIONS

**The following materials shall be collected once weekly as noted below.**

#### OPTION #1

A. The Contractor shall collect, remove, and dispose, **exclusive of tipping fees** one (1) ninety-six (96 +/-) gallon container per property of solid waste, not specifically excluded herein, from curbside pickup and Apartment Complexes/Borough dumpsters as described in Attachment 1 throughout the Borough on a once weekly basis.

B. The contractor shall provide once weekly collection and disposal of solid waste, not specifically excluded herein in accordance with a schedule currently in place by the Borough. The contractor shall collect solid waste, not specifically excluded herein, on each Monday of the week. Work shall be done in accordance with good workmanship and proper safety standards.

C. Curbside Recycling Collection: Recyclable items as defined in the Designated Collected Recyclable Material Definition **exclusive of processing fees**. One (1) ninety-six (96+/-) gallon container per property. Twice Monthly Curbside Recycling Collection and drop off shall be made in accordance with the current schedule as established by the Borough.

#### OPTION #2

A. The Contractor shall collect, remove, and dispose, **exclusive of tipping fees**, one (1) ninety-six (96+/-) gallon container per property of solid waste, not specifically excluded herein, from curbside pickup and Apartment Complexes/Borough dumpsters as described in Attachment 1 throughout the Borough on a once weekly basis.

B. The contractor shall provide once weekly collection and disposal of solid waste, not specifically excluded herein in accordance with a schedule currently in place by the Borough. The contractor shall collect solid waste, not specifically excluded herein on each Monday of the week. Work shall be done in accordance with good workmanship and proper safety standards.

C. The Contractor shall provide a Borough-wide cleanup day once a year, collection, disposal exclusive of tipping fees for bulk items such as mattresses, dismantled picnic tables, outdoor toys including dismantled swing sets, sliding boards, pools, furniture, boards, etc. provided that said items have an attached Borough sticker. Such bulk items need not be placed in any type of container. Schedule to be determined by the Mayor and Council. The Contractor shall provide for sale at Borough Hall or at their office stickers to be placed on all bulk items available for sale to the residents for bulk pickup during the



scheduled bulk pickup. Borough will pay for all collection, disposal including tipping fees. Borough shall keep the proceeds from the sale of the stickers.

D. Curbside Recycling Collection: Recyclable items as defined in the Designated Collected Recyclable Material Definition **exclusive of processing fees**. One (1) ninety-six (96+/-) gallon container per property. Twice Monthly Curbside Recycling Collection and drop off; shall be made in accordance with the current schedule which is every other Tuesday as established by the Borough.

#### **5.4 CONTAINERS**

A. Containers for solid waste collection and recycling have been provided by a previous contractor. The Bidder shall provide a price for replacement containers as part of the proposal for waste and recycling. All replacement carts shall be the same as previously provided and contain the wording “Borough of Milford” and shall not have the Contractor’s name or address on same. Cart color must be gray. Containers must be marked on the lid for “SOLID WASTE” and the other “RECYCLABLES” and shall be designated by a different color as approved by the Borough Council. The cost of the collection carts shall be included in the base price bid. Carts will remain the property of the Borough at the end of the contract. The collection carts shall be provided with wheels for easy movement by Borough residents.

B. The collector is reminded that, regardless of the method of collection employed, there is no limit to the amount of recycling materials the resident may put out for collection. In the event the Borough wishes to obtain additional carts for solid waste or recycling, the collector shall provide said cart to the Borough at the price bid in the contract. If the contractor is electing to use an automated collection system, the cost of the additional cart must be supplied in the Bid Proposal where indicated.

C. Contractor’s crew shall not leave droppings of any garbage, rubbish or refuse material. When such spillage occurs, it shall be promptly cleaned up prior to proceeding with further collections. All collections shall be removed the same day as they are collected.

D. Contractor’s crew shall handle all containers in a manner so as not to damage those to be emptied and left at the curbside. The Contractor’s crews shall completely empty all containers, no hand picking, and shall, except in such cases where the containers are disposable, return the same to the place where found and replace the container cover securely thereon. Should the Contractor damage any container beyond normal wear and tear, he shall replace the same with a container as good as the one damaged.

E. Collection locations for each property served hereby shall be at the edge of the roadside, alleyway, street or public passageway. The Contractor’s crew will not normally be required to enter onto any private yards, walk or grounds. In the event of a disputed pickup location between the Contractor and property owner, the Borough’s Solid Waste Commissioner shall investigate and determine proper pickup location. The Solid Waste Commissioner may establish specific pickup locations in certain cases on private property provided the owner thereof has requested same and it is in the interest of public safety.

F. All collections shall be made with a minimum of noise. Dropping of garbage cans or covers, metal objects or other unnecessary extraneous noise is prohibited.

G. The following items and no other are specifically exempted from the provisions of this contract:

- Machinery;
- Tree Stumps and Trunks;
- Stones, Concrete Blocks and Slabs;

- Earth, dirt, sod and plaster;
- Scrapped auto parts and vehicles
- Old tires, tubes or wheels;
- Bulk cardboard and paper from grocery stores;
- Garbage, refuse, rubbish from multiple apartment complexes where management of complex provides a dumpster at their cost;
- Materials from Local School
- Industrial and Commercial Waste as defined herein:
- Explosive or other hazardous materials;
- Other items as specifically exempted in writing by both parties to the contract and;
- Vegetative Wastes- The Borough has directed residents not to include grass clippings in garbage to be disposed of under the Borough's disposal contract, unless the grass is contained in an official grass bag sold by the Borough. Accordingly, bidder will only collect grass clippings contained in an official bag issued by the Borough.
- Refrigerators, air conditioners, dehumidifiers or other appliances with C.F. C's or H.C.F.C's unless written proof of removal by a licensed technician is furnished to the contractor.
- Building or construction materials including but not limited to plywood, sheetrock, piping, etc.

H. The Contractor may by special arrangements with the owner or occupant, provide for more frequent or special services, but the municipality shall have no responsibility in connection therewith, said work being entirely separate and apart from that herein provided.

I. The Contractor shall obtain all permits and licenses as required by the municipality, County, State or other authorities at no cost to the Borough of Milford. The Contractor shall use the necessary precautions to protect roads, pavement, garden plots, trees, shrubbery, and any damage caused by the Contractor's equipment or crews shall be the responsibility of the contractor.

J. Material not prepared in accordance with the Chapter 164 of the Milford Borough's Ordinances need not be collected by the contractor. The Borough's Zoning Officer or other authorized representative of the Borough shall be responsible for citing persons with violations of the Ordinance. The Contractor shall be responsible for providing notice to the resident of the reason why the material was not collected by means of a sticker affixed to the items left uncollected.

## **5.5 COLLECTION SCHEDULE**

A. All collection services as described in these specifications shall be performed on all designated day(s) beginning at 7:00 A.M. and continuing to no later than 4:00 P.M. These hours must be strictly adhered to and no collections shall be permitted at any other times, except in emergencies and with the permission of the Borough's Solid Waste Commissioner.

B. The following legal holidays are exempted from the waste collection schedule:

- New Year's Day
- Memorial Day Observed
- Independence Day Observed
- Labor Day Observed
- Thanksgiving Day
- Christmas Day

## **5.6 SOLID WASTE DISPOSAL**

A. All solid waste collected within the Borough of Milford shall be disposed of at a facility that is an approved disposal facility as determined by the Contractor. The Hunterdon County Transfer Station (“the Station”), 97A Petticoat Lane, Annandale, New Jersey 08801, is listed as an option for the Bidders for disposal but not required as part of the Contract.

B. The Contractor has the right to designate another disposal facility in accordance with the Contract. The Borough of Milford will pay for all tipping fees to the Contractor. All benefits for designation of disposal facility by the Contractor, if any, are to be maintained by the Contractor for the duration of the Contract, and shall be provided to the Borough as requested.

## **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. 7:26-3.1 et seq.*

B. All collection trucks shall be compaction types, completely enclosed and watertight. Subject to the prior approval of the Borough’s Solid Waste Commissioner, 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 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. All vehicles shall conform to the Diesel Retrofit Regulations *N.J.A.C. 7:27 32.8 et seq.* The Borough’s Solid Waste Commissioner 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, shovel and spill material (e.g., Speedy Dry).

D. The Borough’s Solid Waste Commissioner 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 requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Borough’s Solid Waste Commissioner.

E. None of Contractor’s vehicles shall be stored in the Borough during the hours of 11:00 P.M. to 6:00 A.M. prevailing time.

## **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 Borough of Milford 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 9:00AM and 4:00PM. The Borough of Milford shall list the Contractor's telephone number in the Telephone Directory along with other listings for the Borough of Milford

#### **5.10 FAILURE TO COLLECT**

A. The Contractor shall report to the Borough's Solid Waste Commissioner, 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. Contractor shall notify and communicate with the Municipal Clerk who shall instruct Contractor on collection procedure during emergencies and also shall cause the Contractor to notify residents of any changes in collection date. The Solid Waste Commissioner has the right to reschedule pick up day, within 24-hour notice, due to weather.

#### **5.11 COMPLAINTS**

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Borough's Solid Waste Commissioner within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Complaint log shall be available for inspection by the Borough of Milford.

B. The Contractor shall submit a copy of all complaints received and the action taken to the Borough of Milford.

#### **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.

#### **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 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 Milford 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 Milford for reimbursement.

B. The Borough of Milford shall pay all invoices within 30 days of receipt. The Borough of Milford will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of Milford 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 vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough of Milford shall be charged shall be the

difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle.

D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the Borough of Milford shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the 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 Milford will pay the costs of disposal, the disposal facility shall bill the Borough of Milford 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 Borough of Milford 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**

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Borough's Solid Waste Commissioner, 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 Borough's Solid Waste Commissioner, in writing, of any changes.

#### **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. The insurance policy shall name the Borough of Milford as an Additional Named insured indemnifying the Borough of Milford with respect to the Contractor's actions pursuant to the Contract.

### **5.17 CERTIFICATES**

Upon notification by the Borough of Milford, the lowest responsible bidder shall supply to the Borough's Solid Waste Commissioner, 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 Borough of Milford from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of Milford 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 & DEFAULT**

In the event the municipality declares the Contractor in default, the Borough may than have the work done by such means as it may deem advisable and shall certify the expense incurred and shall charge this against monies as would have been payable to the Contractor, and the balance, if any shall be paid by the contractor upon demand or the Borough may choose to take claim against the performance bond or take any other action available under law to collect the amount due under this paragraph.

**6. BIDDING DOCUMENTS**

**6.1 –BIDDING DOCUMENTS CHECKLIST**

- \_\_\_\_\_ 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.
- \_\_\_\_\_ Certificate of Insurance
- \_\_\_\_\_ Statement of bidder's qualifications, experience and financial ability
- \_\_\_\_\_ Questionnaire setting forth experience & qualification
- \_\_\_\_\_ 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 Milford.
- \_\_\_\_\_ Stockholder Statement of Ownership
- \_\_\_\_\_ Non-Collusion Affidavit
- \_\_\_\_\_ Consent of Surety
- \_\_\_\_\_ Proposal
- \_\_\_\_\_ Disclosure of Investment Activities in Iran
- \_\_\_\_\_ Bidders Acknowledgement of the receipt of any addenda issued, if applicable.
- \_\_\_\_\_ Vehicle Dedication Affidavit
- \_\_\_\_\_ Affirmative Action Affidavit
- \_\_\_\_\_ THIS Bid Document Submission List

\_\_\_\_\_  
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





**6.4 QUESTIONNAIRE**

This questionnaire must be filled out and submitted with and as part of the Bid Proposal for solid waste collection and disposal for the Borough of Milford. 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?

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2. List any other names under which the bidder, its partners, members or officers have conducted business in the past five years.

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3. Has the bidder failed to perform any contract awarded to it by the Mayor and Council of the Borough of Milford 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.

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4. Has any officer or partner or member of the bidder’s business ever failed to perform any contract that was awarded to him/her as an individual by the Mayor and Council of the Borough of Milford in the past five years? If the answer is “Yes”, state when, where and why. A complete explanation is required.

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5. List all public entity contracts which the bidder or its partners or members is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.

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6. List the government solid waste collection and disposal services contract 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;

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(b) Approximate population of contracting unit;

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(c) Term of contract from to;

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(d) How were materials collected?

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(e) Give location of disposal site or sites and methods used in the disposal of solid waste;

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(f) Name and telephone number of Borough's Solid Waste Commissioner or some other official in charge of collection and disposal:

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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.

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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.

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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 phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.

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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.

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12. List the name and address of three credit or bank references.

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13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidder's assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.

14. Additional remarks.

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**6.5 BID GUARANTY**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned: \_\_\_\_\_ as PRINCIPAL; and \_\_\_\_\_ a CORPORATION organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to do business in the State of New Jersey, as SURETY, and held and firmly bound unto \_\_\_\_\_, a body politic and corporate, of the State of New Jersey, obligee, in the penal sum of \_\_\_\_\_ Dollars (words) (\$ \_\_\_\_\_ [figures]), for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, two thousand and ten.

The condition of the above obligation is such that whereas the principal is herewith submitting a proposal for the collection of solid waste from the Borough of Milford.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the said principal shall execute a Contract and give bond for the faithful performance thereof within ten (10) days after being notified in writing of the award of such Contract to principal, or if the principal or Surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount of the Contract covering the said proposal, properly and lawfully executed by and between the obligee and some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

Witness or Attest: \_\_\_\_\_  
\_\_\_\_\_  
(Principal)

Witness or Attest: \_\_\_\_\_  
\_\_\_\_\_  
(Surety)

**6.5 STOCKHOLDER STATEMENT OF OWNERSHIP**

PURSUANT TO P.L. 1977 c.33

In accordance with P.L. 1977 c.33, \_\_\_\_\_submits to the Borough of Milford the following list of the names and address of all shareholders, stockholders, partners, or owners in the corporation, firm or company who own ten percent (10%) or more of its stock:

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Signed: \_\_\_\_\_

Authorized Representative

\_\_\_\_\_  
Name Typewritten

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public



**6.7 CONSENT OF SURETY**

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned Surety consents and agrees that if the Contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as Surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the Contract price, and bound as Surety and guarantor for labor and material payment in an amount equal to 100% of the Contract price, and will execute them as party of the third part thereto when required to do so by the Owner, and if the said Contractor shall omit or refuse to execute such Contract if so awarded, it will pay without proof of notice and on demand to the Owner an increase between the sum to which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another contractor to whom the Contract may afterwards be awarded, the amount in such case to be determined by the bids plus the cost, if any, of readvertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said Surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Attest:

\_\_\_\_\_ BY: \_\_\_\_\_  
Surety Company Attorney-in-Fact

Statement of authority for the attorney in fact to sign this Consent of Surety on behalf of the surety company should be attached hereto.

**6.8 PROPOSAL NOTE:**

Proposals for contracts having, One, Two Three, and Five-year terms are REQUIRED to be submitted.

Proposal for Solid Waste and Recycling Collection & Disposal Service

To: BOROUGH OF MILFORD  
40 Frenchtown Road, PO Box 507  
Milford, New Jersey 08848

The undersigned bidder declares that bidder has carefully examined the area in which the work will be performed and that the bidder will contract to carry out the work as specified for the price noted below.

Submission of this bid proposal serves as the bidder’s representation that it has read and understands the bid specifications and that it has duly considered all information contained therein in the course of preparing the bid proposal. Moreover, submission of the bid proposal serves as the bidder’s representation that if awarded the contract, the successful bidder will not make any claims for, or have any right to, a concessions or damages because of lack of understanding of the bid specifications or lack of information concerning the same.



The Undersigned understands that the Owner reserves the right to award the solid waste collection for One, Three, or Five-Year Contract, the Recycling Collection and Disposal for None, One, Three-, or Five-Year Contract or reject all bids for any reason whatsoever if in its best interest.

Bidders must bid on all contract period options set forth in the Proposal Sheets. All wastes are Type 10, with collection dates as specified in Paragraph 5.3 above.

**6.8.1 PROPOSAL**

**SOLID WASTE COLLECTION**

Those services described in Section 5.3 Current Level of Service of these bid specifications.

**OPTION 1**

Once Weekly Collection, Removal, and Disposal of ninety-six (96+/-) gallon containers of solid waste per property, twice monthly recycling per property, and Apartment Complexes/Condos/Borough dumpsters as described in Attachment 1 **Excluding Disposal and Tipping and Processing Fees** as noted in the specifications.

**ONE YEAR CONTRACT**

Lump Sum Price \$ \_\_\_\_\_

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

**TWO YEAR CONTRACT**

Lump Sum Price \$ \_\_\_\_\_

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

**THREE YEAR CONTRACT**

Lump Sum Price \$ \_\_\_\_\_

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

**FIVE YEAR CONTRACT**

Lump Sum Price \$ \_\_\_\_\_

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

**PRICE PER ADDITIONAL (96+/-) GALLON CONTAINER TO PROVIDED TO THE BOROUGH**

Price Per Unit \$ \_\_\_\_\_

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

Waste Directed to: \_\_\_\_\_  
Address \_\_\_\_\_  
Rate per Ton \_\_\_\_\_

\_\_\_\_\_  
Name of Firm or Individual Title

\_\_\_\_\_  
Signature Date

**OPTION 2**

Once Weekly Collection, Removal, and Disposal of ninety-six (96+/-) gallon containers of solid waste per property, twice monthly recycling per property and Apartment Complexes/Condos/Borough dumpsters as described in Attachment 1 **Excluding Disposal and Tipping and Processing Fees**, and Municipal Wide Cleanup Day to be scheduled one time a year including Collection and Disposal of Bulk Items with stickers provided by the contractor attached to each bulk item for each residence as noted in the specifications.

**ONE YEAR CONTRACT**

Lump Sum Price \$ \_\_\_\_\_  
\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

**TWO YEAR CONTRACT**

Lump Sum Price \$ \_\_\_\_\_  
\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

**THREE YEAR CONTRACT**

Lump Sum Price \$ \_\_\_\_\_  
\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

**FIVE YEAR CONTRACT**

Lump Sum Price \$ \_\_\_\_\_  
\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

**PRICE PER ADDITIONAL (96+/-) GALLON CONTAINER TO BE PROVIDED TO THE BOROUGH**

Price Per Unit \$ \_\_\_\_\_  
\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

Waste Directed to: \_\_\_\_\_  
Address \_\_\_\_\_  
Rate per Ton \_\_\_\_\_

\_\_\_\_\_  
Name of Firm or Individual Title

\_\_\_\_\_  
Signature Date

The Bidder has examined copies of all addenda noted below:

DATED

All contractors submitting bids must be registered with the Department of Labor pursuant to the Public Works Contractor Registration Act at the time and date of receipt of proposals. Subsequent failure of the bidder to document this registration will force the Owner to determine the bid to be “non-responsive”.

\_\_\_\_\_  
(Signature of person, firm or corporation making the Bid)

\_\_\_\_\_  
(Firm Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Dated: \_\_\_\_\_

Affix seal if a corporation

State of New Jersey	
Borough of Milford	
<b>6.8.2</b>	<b>DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN</b>
Solicitation Number: _____	Bidder/Offeror: _____

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 the person or entity, or one of the person or entity’s parents, subsidiaries, in not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. The Chapter 25 list can be found 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 the principles which are the subject of the law, s/he shall take action as may be appropriate and provide 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 person or entity.

I certify, pursuant to Public Law 2012, c.25, that the person or entity listed above for which I am authorized to bid/renew:

- is not** providing goods or services of \$20,000,000 or more in the energy sector or Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector or Iran, **AND**
- is not** a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the Division of Purchase and Property under penalty of perjury. 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:

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 company. 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 and Borough of Milford is relying on the information contained herein and thereby acknowledge that I 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 Borough of Milford 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: \_\_\_\_\_

## 7. CONTRACT DOCUMENTS

### 7.1 FORM OF CONTRACT

THIS AGREEMENT, made the \_\_\_\_\_, by and between the BOROUGH OF MILFORD, a municipal Corporation of the State of New Jersey, with offices at 40 Frenchtown Road, Milford, New Jersey 08848 (hereafter referred to as “Milford”) and \_\_\_\_\_ (hereinafter referred to as “Contractor”).

WHEREAS, Milford advertised for bids for solid waste collection and removal services, recycling and related services pursuant to the Uniform Bid Specifications, annexed and made a part hereof; and

WHEREAS, pursuant to such advertisement, bids were received by Milford, including a bid from Contractor, a copy of which is annexed as Exhibit I; and

WHEREAS, the Mayor and Borough Council of Milford have reviewed all of the bids submitted, determined that Contractor’s bids annexed are lower than the bids of other bidders on such alternates, and that Contractor is a responsible bidder; and

WHEREAS, in awarding this contract the Borough has relied on the veracity of all the documentation submitted in connection with the bid of Contractor.

NOW, THEREFORE, in consideration of the mutual covenants and warranties herein contained, the parties agree as follows:

1. The recitals above set forth are true and are incorporated herein.

2. Contractor shall do and perform all of the acts and things required to be done and performed by the Contractor as set forth in the annexed Uniform Bid Specifications all documents required to be executed and delivered to Milford in connection with the Uniform Bid Specifications, all documents required to be executed and delivered to Milford in connection with this Contract, and all requirements of any applicable statute, law, regulation, or ordinance, including without limitation, the regulations established by the New Jersey Department of Environmental Protection and set forth in Subchapter 6 of *N.J.A.C. 7:26H*. As the same may be amended from time to time. The term of this Contract shall be for \_\_\_\_\_ years, commencing \_\_\_\_\_, and terminating \_\_\_\_\_.

3. Milford shall pay Contractor as and when required in the bid specifications as they relate the sum of \_\_\_\_\_ per year for a total of \_\_\_\_\_, the bid.

4. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, 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, sex, affectional or sexual orientation. 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 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, sex, affectional or sexual orientation.

The Contractor 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 will comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor will attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by *N.J.A.C. 17:27 5.2* promulgated by the Treasurer pursuant to P. L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to *N.J.A.C. 17:27 5.2* promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Contractor will 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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor will 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 will 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, sex, affectional or sexual orientation, 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, if any, shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)

5. The contract price shall be adjusted by the parties to reasonably reflect the Contractor's decreased or increased costs, if at any time during the term of this contract, Contractor's solid waste disposal costs are increased or decreased due to (a) compliance with any order issued by the Department of Environmental Protection directing the solid waste to be disposed at a facility other than the Disposal Facility; or (b) lawful increases in the rates, fees or charges imposed on the disposal of solid waste at the Disposal Facility. In the event the parties are unable to mutually agree on a reasonable adjustment of the contract price, Milford shall have the right to declare the within contract null and void.

6. If this Contract would otherwise remain in effect for more than one (1) year, Milford shall have the right to terminate this contract by sending written notice to the contractor eleven months after any anniversary date of the contract and indicating that the contract will be voided for the ensuing contract year or years.

7. It shall be the responsibility of the Contractor to tour and inspect the Borough of Milford and familiarize himself with the area to be served under the terms of this Contract. No special consideration shall be given Contractor because of failure on his part to be knowledgeable of all conditions existing for collection of solid waste in the Borough of Milford.

8. In all references herein to any parties, persons, entities or corporations, the use of any particular gender, or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

9. The Contractor shall not sublet or assign this contract in whole or in part without the prior written consent of Milford in each instance.

10. No modifications or change of this Contract will be binding unless in writing and agreed upon between the parties.

IN WITNESS WHEREOF, the parties have signed this Contract the day and year first above written.

BOROUGH OF MILFORD

By: \_\_\_\_\_  
Henry Schepens, Mayor

ATTEST:

\_\_\_\_\_  
Leigh Gronau, Clerk

CONTRACTOR:

By: \_\_\_\_\_

President

ATTEST:

\_\_\_\_\_

## **7.2 PERFORMANCE BOND**

EITHER ON FORM SUPPLIED BY BOROUGH OF MILFORD AFTER AWARD OF BID OR CONTRACTUALLY AND LEGALLY EQUIVALENT FORM SUPPLIED BY SUCCESSFUL BIDDER.

**7.3 VEHICLE DEDICATION AFFIDAVIT**

**AFFIDAVIT**

STATE OF NEW JERSEY )  
 ) SS.: [PROJECT NAME]  
COUNTY OF )

I, [NAME OF AFFIANT], am the [IDENTIFY RELATIONSHIP TO BIDDER: OWNER, PARTNER, MEMBER, PRESIDENT, OR OTHER 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 Mayor and Council of the Borough of Milford 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 in the Borough of Milford, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in the Borough of Milford is not feasible, that the Borough of Milford will not be responsible for disposal costs for waste generated outside the Borough of Milford.

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

\_\_\_\_\_  
Name of Firm or Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me this  
\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of  
My Commission expires, 20\_\_.

## 7.4 CERTIFICATE OF INSURANCE

During the contract term, Contractor shall maintain the following insurance with responsible insurance companies licensed to do business in the State of New Jersey and furnish certificates for such insurance at the time that the written contract is signed:

- (a) Workers compensation insurance, unlimited coverage, in accordance with New Jersey statutes for employer liability;
- (b) Comprehensive general and contractual liability insurance coverage, including 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 per person and liability limits of \$3,000,000 each occurrence; and
- (c) Comprehensive automobile liability insurance coverage with bodily injury liability limits of \$500,000 for injury to or death of one person and \$1,000,000 each occurrence, and property damage in the amount of \$1,000,000 each occurrence, or a combined single limit policy in an amount not less than \$1,000,000 per occurrence.

The insurance certificate shall list the Borough of Milford as additional insured on the comprehensive general contractual liability, automobile liability, and any umbrella policies.

Each insurance policy shall contain a provision stating that neither the insured nor the insurer may cancel, materially change, or refuse renewal without thirty (30) days prior written notice to the Borough of Milford. Each insurance policy shall provide that neither the Contractor nor its insurer shall have any right to subrogation against the Mayor and Council of the Borough of Milford. Each insurance policy shall provide primary coverage for any and all losses.



**IF AWARDED A CONTRACT, YOUR COMPANY/FIRM WILL BE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. C. 127 (N.J.A.C. 17:27) AS FOLLOWS:**

**P.L. 1975, C. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND 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, sex, 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation;

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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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 furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (*N.J.A.C. 17:27*).

**ATTACHMENT 1**

**BOROUGH OF MILFORD 12/2024  
MUNICIPAL DATA**

RESIDENTIAL SOURCES

Single Family	425 Units
Multi Family	67 Units
Apartment (Pinecrest Apt.)	71 Units/consisting of 8 dumpsters
OTHER	39 Units
TOTAL UNITS	602 Units

COMMERCIAL SOURCES

Containers: 22

PINCREST APARTMENTS (CONTAINER SERVICE)

- 2 – Two Yard Garbage Containers
- 3 – 3 Yard Garbage Containers
- 1 – 4 Yard Garbage Containers
- 4 – Two Yard Recycle Containers

MUNICIPAL SOURCES

Borough Facilities:

The term “Borough Facilities” shall mean and include the Milford Borough Sewer Plant located on Carpenter Street, the Milford Fire Company located on Water Street and the Milford Public School located on Hillside Avenue. The Contractor shall furnish dumpsters for waste which shall be watertight, constructed of metal or plastic and equipped for handling of motorized equipment. Dumpsters shall be placed at such accessible locations within the facilities as directed by the Contract Administrator of the Borough of Milford.

Contractor shall furnish the following complexes with a total of 2 (two) 5-cubic yard, 1 (one) three cubic yard dumpsters to be placed as follows:

- (a) Milford Sewer Plant- 1 three cubic yard dumpster.
- (b) Milford Public School- 1 five cubic yard dumpster.
- (C) Milford Fire Company – They own their own 2-c cubic yard dumpster pick up only.

POPULATION:

2000 Census:	1,200
2010 Census:	1,200
2024 Census:	1,200

AREA: 1.3 square miles

TOTAL ROAD MILES: There are approximately six miles of roads. All roads on which units are to be



serviced under this Contract are local.

TONNAGE REPORT:

Solid Waste:

2022	Type 10	407.44 Tons
2023	Type 10	435.23 Tons
2024	Type 10	539.23 Tons

Recycle:

2022	87.65 Tons
2023	134.91 Tons
2024	109.98 Tons