

**BOROUGH OF HIGHLANDS**

**UNIFORM BID SPECIFICATIONS**

**SOLID WASTE/RECYCLABLE MATERIALS  
COLLECTION AND DISPOSAL SERVICE**

**MARCH 2023**

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***Note: If Bid Specs are being emailed to bidder: Map is Attachment #6***

BOROUGH OF HIGHLANDS  
LEGAL NOTICE  
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Borough Administrator or Clerk, for the Borough of Highlands, County of Monmouth, State of New Jersey on **May 23, 2023 at 11:00am** prevailing time at Borough Highlands 42 Shore Dr., Highlands, NJ 07732, New Jersey at which time and place bids will be opened and read in public for:

**SOLID WASTE & RECYCLING  
COLLECTION & DISPOSAL SERVICES**

Specifications and other bid information may be obtained at the Office of the Municipal Clerk/Administrator, Borough Highlands 42 Shore Dr., Highlands, NJ 07732, NJ 07732 during regular business hours, Monday through Friday 8:30am to 4:00pm or by visiting [WWW.HIGHLANDBOROUGH.ORG](http://WWW.HIGHLANDBOROUGH.ORG).

If a bidder is requesting specifications through the mail, bidder must include their company name, full business address, business phone number, e-mail if available. The Borough of Highlands disclaims any responsibility for specifications forwarded by mail. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to the procurement. Respondents shall comply with the said requirements with the BID. All Bid Addenda shall be published in the Asbury Park Press and Star Ledger and on the Borough website no later than seven days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. Therefore, all interested respondents should check the newspapers and website from now through the Bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to the procurement.

1. This solicitation will be awarded via a Fair and Open Process in accordance with N.J.S.A. 19:44A-20.5 et seq.
2. Bidder must be registered with the State of New Jersey at the time of the contract award. Bidders will be required to present a copy of their Business Registration Certificate (BRC).
3. Bidders must provide an Ownership Disclosure Affidavit with the bid proposal; failure to provide the same is a non-waivable defect.
4. Bidders must comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

Michael F Muscillo, MPA  
Borough Administrator

Publication date: **March 22, 2023**

## **1. INSTRUCTIONS TO BIDDERS**

### **1.1 THE BID**

The BOROUGH OF HIGHLANDS is soliciting bid proposals from solid waste collectors interested in providing solid waste/recycling collection and disposal services for a period of three (3) years with an option to extend the contract for a fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) year, to commence on June 15, 2023 and ending on June 15, 2026 or if contract is extended June 15, 2027 or 2028, 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 will, no later than seven days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the ASBURY PARK PRESS, and in the STAR LEDGER. All changes to the specs will be posted on the website of the Borough of Highlands [www.highlandsborough.org](http://www.highlandsborough.org) and will be the responsibility of the vendor to obtain.

### **1.3 BID OPENING**

All bid proposals will be publicly opened and read by the BOROUGH ADMINISTRATOR OR BOROUGH CLERK at BOROUGH HIGHLANDS, 42 SHORE DR., HIGHLANDS, NJ 07732, AT **May 23, 2023 at 11:00am**. Bids must be delivered by hand or by mail to the BOROUGH ADMINISTRATOR OR HIS DESIGNEE no later than **May 23, 2023 at 11:00am**. 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 et seq;
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the highest aggregate THREE-year bid submitted, not to exceed \$20,000; payable to the BOROUGH OF HIGHLANDS;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;

6. Certificate of surety;
7. Acknowledgment of Receipt of Addenda;
8. Bid Proposal; and
9. Certification regarding investment activities in Russia, Belarus, and 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.

"Clean Up Day" means household items NOT to include construction material, electronics or appliances. No more than two (2) items per cleanup day.

"Collection site" means the location of waste/recycling containers on collection day. Collections sites are residential, public schools, lite commercial offices and Borough parks, facilities & buildings as directed.

"Collection source" means a generator of designated collected solid waste or recycling 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.

"Contract administrator" is the person authorized by the contracting unit to procure and administer contracts for solid waste collection services.

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

municipality which exercise 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 Class A Recyclables as per the Monmouth County Planning Board's Solid Waste/Recycling Plan. All recycling is considered "single stream".

"Designated collected solid waste" means solid waste type 10 (ten) 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 MONMOUTH COUNTY Solid Waste Management Plan for use by the BOROUGH OF HIGHLANDS. The Monmouth County Reclamation Center, Shafto Road, Tinton Falls shall be the current designated facility to accept municipal solid waste/recycling generated by the Borough of Highlands. Any additional designated Disposal Facilities shall be within a 20-mile radius of the Borough of Highlands.

"Drive-In Collections Service" means the collection of residential solid waste and recycling in accordance with Borough of Highlands #13-5. In accordance with Ordinance #13-5.2, such off-street collection shall be provided only for those properties which have driveway facilities adequate to accommodate garbage trucks of the size and shape currently in use by the Sanitation Department of the Borough, or its contractor, without damage to the trucks or the property from which collection is to be made. All garbage and recycling containers from which collection is to be made shall be placed by the occupant of the premises at a point no more than fifteen (15) feet distant from that at which the garbage truck will stop and no nearer than seventy-five (75) feet from the street line. The Borough of Highlands will be in charge of approving properties, of billing property owners, and managing the list of private properties that will be provided with Drive-In Collections Service.

"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, Thanksgiving Day and Christmas Day.

"Legal newspaper" means the ASBURY PARK PRESS and the STAR LEDGER.

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

"Service Area" means the geographic area known as the Borough of Highlands & Borough and shown on the Map #1 provided; including all roadways, parks, and Borough of Highlands & facilities.

"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 HIGHLANDS in the advertisement for bids.

C. Each bidder shall sign, where applicable, all bid submissions as follows:

1. For a corporation or limited liability company, 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. If the bid proposal contains option bids the MAYOR & BOROUGH COUNCIL of the municipality 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 MAYOR & BOROUGH COUNCIL of the municipality 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.

F. The Borough of Highlands will be responsible for their own municipalities invoicing for sanitation and recycling.

#### **3.2. BID GUARANTEES**

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the BOROUGH OF HIGHLANDS in the amount of 10% of the highest aggregate THREE (3) 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 HIGHLANDS and shall be kept on file in the Municipal Clerks office.

**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 MAYOR & BOROUGH COUNCIL of the Municipality.

**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 substitute an equal product, subject to the approval of the MAYOR & BOROUGH COUNCIL with advice of the purchasing agent.

**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, including, but not limited to, provision of the successful bidder's Business Registration Certificate issued by the New Jersey Division of Revenue prior to the time a contract, purchase order, or other contracting document is awarded or authorized in accordance with N.J.S.A. 52:32-44(b).

**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 HIGHLANDS 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 & BOROUGH 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 MAYOR & BOROUGH COUNCIL'S decision, in writing, by certified mail.

**B.** The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.

**C.** The MAYOR & BOROUGH COUNCIL with advice of legal counsel and the purchasing agent 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 & BOROUGH COUNCIL rejects all bids, the BOROUGH OF HIGHLANDS shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

**D.** The Mayor and Council of the Borough of Highlands expressly reserve the right to waive any non-material informality in the bids received and to reject any or all bids pursuant to law.

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

Within fourteen calendar days of the award of the contract, the BOROUGH OF HIGHLANDS 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 HIGHLANDS to declare the contractor non-responsive and to award the contract to the next lowest bidder.

**4.3. RESPONSIBLE BIDDER**

The BOROUGH OF HIGHLANDS 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 THREE-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 PRIOR TO OR CONCURRENT WITH THE DELIVERY OF THE EXECUTED CONTRACT. The performance bond for each succeeding year shall be delivered to the BOROUGH OF HIGHLANDS with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

**B.** 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 & BOROUGH 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 HIGHLANDS in re-bidding the contract.

**4.5. AFFIRMATIVE ACTION REQUIREMENTS**

**A.** If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

**B.** Within seven days after receipt of notification of the MAYOR & BOROUGH COUNCIL'S intent to award any contract the contractor must submit one of the following three (3) documents to the contracting unit:

1. A photocopy of a **valid letter** identifying that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program,
2. A photocopy of a **Certificate** of Employment Information Report approval issued in

accordance with N.J.A.C. 17:27-4, OR

3. A photocopy of an Employee Information Report (**Form AA302**) provided by the Division of Contract Compliance and Equal Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

C. If the Contractor does not submit the affirmative action document within the required time period the BOROUGH OF HIGHLANDS may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the BOROUGH OF HIGHLANDS to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

#### **4.6. EMPLOYEE WAGE REPORTING REQUIREMENTS**

The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract as follows:

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

to: BOROUGH OF HIGHLANDS - at the Municipal Clerk Office.

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

**4.7. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as ATTACHMENT #2 of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

**4.8. 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 HIGHLANDS 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.

**4.8. 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 & BOROUGH COUNCIL may not award a contract until all tabulations are complete.

**5. WORK SPECIFICATIONS/SCOPE OF WORK**

**5.1.** The Contractor shall provide service for the collection of solid waste and recycling collection for the MAYOR & BOROUGH COUNCIL of the Borough of Highlands. The MAYOR & BOROUGH



recycling 1x weekly

Dumpster	Henry Hudson Regional one (1) – Six (6) Cubic Yard Dumpster- 2x weekly
Dumpster	Henry Hudson Regional one (1) – Three (3) Cubic Yard Dumpster- 2x weekly
Dumpster	Henry Hudson Regional one (1) – Three (3) Cubic Yard Dumpster for paper 1x weekly
Dumpster	Henry Hudson Regional one (1) – Three (3) Cubic Yard Dumpster mixed recycling 1x weekly

MUNICIPAL SOURCES: Solid Waste and Recycling

Municipal Buildings: 42 Shore Drive, 27 Shore Drive, 17 Shore Drive, 22 Snug Harbor for the year 2024 and 2025, 42 and 27 Shore Drive will discontinue and a change order will occur when the new Municipal Complex is completed on Navesink Avenue/Highway 36 and Miller Avenue

17 Shore Drive (Fire Dept.) One (1) four (4) cubic yard dumpster

22 Snug Harbor Ave (Community Center) One (1) four (4) cubic yard dumpster  
2 Containers

Litter Baskets Two (2) located at two (2) bus stops (emptied 2 days per week Based on Zone)

Two (2) located at two (2) Borough Parking Lots (emptied two (2) days per week based on Zone)

Fifty-one (51) located on Bay Ave.

Six (6) located on three (3) beaches at Miller St., Snug Harbor, and South Bay Ave.

COMMERCIAL SOURCES: attached below

Solid waste and recyclable materials collection and disposal services shall be provided to approximately 2787 residential units (which includes single-family homes and condominiums/townhouses), 4 apartment buildings and to those limited commercial and professional establishments as listed herein and any apartments associated with commercial uses, and to Borough owned properties.

- Approximately 90 Commercial/Professional businesses, not all of which will be serviced.  
BOROUGH, LIMITED COMMERCIAL AND PROFESSIONAL USES FOR SOLID WASTE AND SINGLE STREAM RECYCLING COLLECTION AND DISPOSAL

Solid waste and single stream recyclable materials collection and disposal shall be provided to the limited commercial and professional uses as listed below.

**Not all below are serviced, but can opt-in:**

American Legion  
Off the Hook  
Kranky's  
Andy's Shore Bar  
Branin's  
Gianna's  
CharRon  
In the Garden  
Highlands CoWork  
Casa Giunta  
Katz Convenience  
Bay Ave. Café  
Groom Room  
Sea Bright Service Center  
Sharkey's Marine Service  
Bahrs  
Moby's  
Johnny U's Towing & Auto  
Jack's Landing  
Feed & Seed  
Farmacie  
J. Swanton Fuel  
Twin Lights Marina  
Dually Group  
Hyper-Striper Boat  
Sea Tow  
CVS  
Crystal Palace Bamboo  
Hinlickety's Ice Cream  
Auto Imports  
Highlands Boating Club  
DSV Property Management  
Bay Spirits  
Scales & Tales (Boat)  
Seastreak

One Willow  
Inlet Café  
Lusty Lobster  
Sandy Hook Bay Marina  
Steve Solop/Red Finch  
Circle K  
Franny's  
Certified Clam  
Barks on Bay  
Waterfront Cottages  
Et al  
Seafarer  
Bakers Marina on the Bay  
AM Marina  
QuickChek  
Proving Ground  
VFW  
30 Jackson St.  
Fresh  
ShoregraFX  
Porcini  
Spiritual Beauty  
Chubby Pickle  
UN Owen's MusiCafe  
Chilangos  
Gateway Marina  
Seascape Manor B&B  
Driftwood Liquors  
Welsh Farms  
Girls Café  
Tiny Corner Laundromat  
Café La De Da  
  
Pending: Waterwitch Neighborhood Grocer

All municipal solid waste and recycling that is intended to be disposed of through the Borough's municipal solid waste collection services shall be thoroughly and completely drained of all liquids. All municipal solid waste and recycling that is intended to be disposed of through the Borough's municipal solid waste collection services shall be placed in a container(s) made of galvanized iron or heavy-duty plastic with two (2) carrying handles, or in a heavy-duty



plastic bag(s), for pickup. All containers and bags shall be covered or closed, as applicable, at all times. Curbside pick-up for refuse and recycling per pick-up day shall be limited to **four (4) 32-gallon containers** or **two (2) 64-gallon containers** or ten (10) heavy-duty plastic bags of equal size 32-gallons and shall not exceed 40-pounds when filled. Bulk refuse shall be limited to **eight (8) items**.

All municipal solid waste and recycling that is intended to be disposed of through the Borough's municipal solid waste collection services shall not be mixed or commingled with any matter not specifically permitted

Grass clippings shall not be collected.

The Contractor for refuse collection shall be prohibited from collecting any receptacles placed at curbside on a regular refuse collection day, which also contains recyclable materials. The Contractor shall be prohibited from collecting any receptacles placed at the curbside on a regular recyclable collection day, which contain any non-recyclables.

All receptacles shall be promptly replaced in an upright position out of the traveled way and not on the sidewalk after being emptied.

The Contractor shall use every precaution to prevent any materials from being spilled in or on any premises, including any portion of a building, private or public street, during the course of collections. Any material so spilled shall be immediately broomed up and the premises, building or streets, left in a clean condition. In addition, all containers shall be replaced at the curbside.

The Contractor shall abide by requirements set by Borough Ordinance relative to noise.

The Contractor shall be required to stop by Borough Hall, before leaving town each scheduled pick-up day in order to verify that no complaints were received by the Borough.

No garbage, rubbish, refuse, or recyclables shall be left by the Contract in the traveled way or on the sidewalk or curbs or along the route from the place of receptacle placement to collection vehicle. If any garbage, rubbish, refuse, or recyclables fall from a vehicle or receptacle, either during collection or transportation, such articles shall be immediately gathered and replaced in the vehicle and the place of collection rendered clean. Additionally, all containers shall be replaced at the curbside. Failure to do so will be considered a violation of the contract. Not complying with Section 5.10 FAILURE TO COLLECT is also a violation of the contract. Failure to maintain area, or respond to a complaint within 24 hours, shall also result in a violation of the contract.

The following recyclable materials shall be collected as part of the Borough's curbside recyclable collection service:

- (1) Newspapers
- (2) Clean mixed paper products
- (3) Corrugated Cardboard
- (4) Glass
- (5) Tin and steel food and beverage containers
- (6) Aluminum food and beverage containers
- (7) Recyclable plastics

#### **5.4. CONTAINERS**

As listed above.

In addition, all dumpsters listed above are rear loading tipping dumpsters.

#### **5.5. COLLECTION SCHEDULE**

- A. All collection services, as described in these specifications, shall be performed on all designated days between 7:00 AM and 4:00 PM.
- B. For Solid Waste Collection, the Borough collection shall be:  
**Zones 1 and 3**: Monday and Thursday  
**Zones 2 and 4**: Tuesday and Friday
- C. The following legal holidays are exempted from the waste/recycling collection schedule:
  1. New Year's Day
  2. Thanksgiving Day
  3. Christmas Day

For all such holidays, properties normally collected on the day of the holiday will be collected on the next regularly scheduled collection day.

- D. Recycling Collection is performed every Wednesday.  
\* Zone 1 and Zone 3 – 1<sup>st</sup> and 3<sup>rd</sup> Wednesday  
\* Zone 2 and Zone 4 – 2<sup>nd</sup> and 4<sup>th</sup> Wednesday  
**Alternate A** – On months with a fifth Wednesday, an additional pickup for all Zones
- E. Bulk Collection is performed on Fridays in conjunction with solid waste collection:  
\* January, April, July, October  
\* Zone 1 – 1<sup>st</sup> Friday, Zone 2 – 2<sup>nd</sup> Friday, Zone 3 – 3<sup>rd</sup> Friday, Zone 4 – 4<sup>th</sup> Friday  
**Alternate A** – Three (3) items only.

#### **5.6. SOLID WASTE and RECYCLING DISPOSAL**

- A. All solid waste and recycling collected within the BOROUGH OF HIGHLANDS shall be

disposed of in accordance with the MONMOUTH COUNTY Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at MONMOUTH COUNTY RECLAMATION CENTER, SHAFTO ROAD, TINTON FALLS, NJ.

- B. The BOROUGH OF HIGHLANDS reserves the right to designate another disposal facility [or, if applicable, disposal facilities] in accordance with the MONMOUTH COUNTY Solid Waste Management Plan or in the event that the designated Disposal Facility [or, if applicable, Disposal Facilities] is unable to accept waste. A change of facilities shall not warrant an increase of contract costs if the facility is within 30 miles of the Borough of Highlands. The BOROUGH OF HIGHLANDS will assume all additional costs or benefits that are associated with such designation, if this is not the case.
- C. The Contractor is not permitted to split loads or add solid waste or recycling from another municipality or business or commercial enterprise to a truck assigned for collection in the Borough of Highlands.
- D. The Borough of Highlands owns all recycling collected and recycling will be delivered by the contractor to the location of the Borough's choice.

**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 Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.
- C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel. All vehicles shall be newer or newly rebuilt models, preferably no vehicle shall be older than 10 years of age. Vehicles are to be kept clean and properly lettered for the entire length of the contract.

D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the 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 Contract Administrator.

**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 HIGHLANDS 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 7:00AM and 4:00PM. The BOROUGH OF HIGHLANDS shall list the Contractor's telephone number in the Telephone directory along with other listings for the BOROUGH OF HIGHLANDS.

**5.10. FAILURE TO COLLECT**

A. The Contractor shall report to the Contract Administrator, within two (2) hours 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. There shall be an alternate contact given in the event the Contract Administrator is not available.

B. In the event that severe weather precludes the Contractor from collecting solid waste for two or more pickup days in one zone, a credit shall be issued to the Borough in an amount equal to the cost of one collection day, for each day collection was not made. The one day collection rate shall be calculated by dividing the annual contract by the number of collection days in the contract year.

**5.11. COMPLAINTS**

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the

action taken to remedy the complaints. The Complaint log shall be available for inspection by the BOROUGH OF HIGHLANDS when requested.

- B. The Contractor shall submit a copy of all complaints received and the action taken to the BOROUGH OF HIGHLANDS. Any complaints that are unresolved and in writing may show cause for a hearing between the contractor and contract administrator and prove to show as a negative prior experience for the next bidding round. This would give the Borough of Highlands the right to pass this vendor on the next round of public bidding if they are the lowest responsible responsive bidder.

**5.12. SOLICITATION OF GRATUITIES**

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract. The Contractor shall be subject to the Liquidated Damage clause herein contained for breach hereof.

**5.13. INVOICE AND PAYMENT PROCEDURE**

- A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.
  - 1. Within 30 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 HIGHLANDS for the preceding calendar month (the "Billing Month").
  - 2. Where the Contractor has paid the costs of disposal, within 30 days after the end of each calendar month, the Contractor shall submit a separate invoice to the BOROUGH OF HIGHLANDS for reimbursement.
- B. The BOROUGH OF HIGHLANDS shall pay all invoices within 30 days of receipt. The BOROUGH OF HIGHLANDS will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The BOROUGH OF HIGHLANDS 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 HIGHLANDS 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 HIGHLANDS 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 HIGHLANDS will pay the costs of disposal, the disposal facility shall bill the BOROUGH OF HIGHLANDS separately and directly for all costs (including taxes and surcharges).
- F. The BOROUGH OF HIGHLANDS shall retain any & all revenues generated by recyclables. If the contractor is paid directly by the Recycling Disposal Facility, within 30 days the Contractor shall reimburse the BOROUGH OF HIGHLANDS for any & all monies received for the BOROUGH OF HIGHLANDS' recyclable materials. The contractor shall include documentation for all monies received.

#### **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 HIGHLANDS 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. If a Commercial Drivers License is required, the contractor will follow all the State and Federal Regulations regarding the same. The Contractor will check for a valid license on a regular basis and will provide proof that they are following the State and Federal Regulations, when requested by the Borough of Highlands. All employees will wear ANSI Type 2 BREAKAWAY safety vests, gloves and steel toe shoes or boots at all times. Employees will be required to wear a uniform noting the name of the Contractor on the shirt or jacket. No ripped or torn clothing will be permitted, including but not limited to cut off shorts. Shirts are to be worn at all

times, regardless of temperature. The Borough is requesting that the Contractor's Employees, who represent the Contracting Company, provide a professional appearance while conducting business in the Borough of Highlands.

**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 Contract Administrator, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes. The Supervisor will check to make sure all employees are conducting themselves in a safe manner and are wearing required ANSI Type 2 BREAKAWAY safety vests, gloves and steel toe shoes at all times.

**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 HIGHLANDS as an Additional Named insured indemnifying the BOROUGH OF HIGHLANDS with respect to the Contractor's actions pursuant to the Contract.

**5.17. CERTIFICATES**

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

**5.18. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the BOROUGH OF HIGHLANDS from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the BOROUGH OF HIGHLANDS 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.

**6. BIDDING DOCUMENTS**

**6.1 BIDDING DOCUMENTS CHECKLIST**

- \_\_\_\_\_ 6.1.1 Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126. et seq
- \_\_\_\_\_ 6.1.2 Statement of bidder's qualifications, experience and financial ability.
- \_\_\_\_\_ 6.1.3 Questionnaire
- \_\_\_\_\_ 6.1.4 A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the BOROUGH OF HIGHLANDS
- \_\_\_\_\_ 6.1.5 Stockholder statement of ownership.
- \_\_\_\_\_ 6.1.6 Non-collusion affidavit.
- \_\_\_\_\_ 6.1.7 Consent of surety.
- \_\_\_\_\_ 6.1.8 New Jersey Business Registration Certificate
- \_\_\_\_\_ 6.1.9 Acknowledgment of Receipt of Addenda
- \_\_\_\_\_ 6.1.10 Proposal
- \_\_\_\_\_ 6.1.11 Proposal Pricing
- \_\_\_\_\_ 6.1.12 Certificate regarding investment activities in Belarus, Russia, and Iran in accordance with N.J.S.A. 52-32-58

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**6.1.1 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



**6.1.2 STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY**

**AFFIDAVIT**

STATE OF NEW JERSEY }  
COUNTY OF } SS: BOROUGH OF HIGHLANDS  
SOLID WASTE/RECYCLING  
COLLECTION AND DISPOSAL SERVICE

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Name of Affiant) (Identify Relationship to bidder: Owner, Partner, President or Other Officer)

of the \_\_\_\_\_, and being duly sworn, I depose and say:  
(NAME OF BIDDER)

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the MAYOR & BOROUGH COUNCIL to award to \_\_\_\_\_ the contract for solid waste collection and recycling services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the BOROUGH OF HIGHLANDS will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.
4. I also understand and agree that the MAYOR & BOROUGH COUNCIL may reject the bid proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the BOROUGH OF HIGHLANDS, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the BOROUGH OF HIGHLANDS with any information necessary to verify the answers given.

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

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

### **6.1.3 QUESTIONNAIRE**

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the BOROUGH OF HIGHLANDS. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

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

1. How many years has the bidder been in business as a contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it by the BOROUGH OF HIGHLANDS under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the BOROUGH OF HIGHLANDS in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts which the bidder or its partners 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.
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;
  - (b) Approximate population of contracting unit;
  - (c) Term of contract from            to            ;
  - (d) How were materials collected?
  - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
  - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.
11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
12. List the name and address of three credit or bank references.
13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection. In accordance with N.J.S.A. 40A:11-13(f), the bidder shall additionally submit a financial statement if a financial statement is Federally required as a condition upon the awarding of a monetary grant to be used for the purchase, contract or agreement. 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 bidders 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. Does your firm complete pre-hiring background checks of all future employees? Does your firm have a written policy for the same? If yes, please attach.
15. Does your firm conduct drug testing? Does your firm have a written policy for the same? If yes, please attach.
16. Additional helpful remarks or comments?

#### **6.1.4 BID GUARANTY**

A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the BOROUGH OF HIGHLANDS in the amount of 10% of the highest aggregate THREE (3) year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner.

The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a.

The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

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 HIGHLANDS.

**Failure to submit a bid guarantee shall result in rejection of the bid.**

**6.1.5 STOCKHOLDER STATEMENT OF OWNERSHIP**

**NOTE: DO NOT FAIL TO EXECUTE THIS DOCUMENT**

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business** \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Sole Proprietorship

Corporation

Partnership

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

**6.1.6 NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF }

SS: BOROUGH OF HIGHLANDS  
SOLID WASTE AND RECYCLING  
COLLECTION AND DISPOSAL SERVICE

I, \_\_\_\_\_, of the City of \_\_\_\_\_ in the State (Commonwealth) of \_\_\_\_\_, being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of \_\_\_\_\_, the bidder submitting the Bid  
(NAME OF BIDDER)

Proposal for the above named project, in the capacity of \_\_\_\_\_, and I have  
(TITLE OF AFFIANT)

executed the Bid Proposal with full authority to do so. Further, the bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the BOROUGH OF HIGHLANDS rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the

\_\_\_\_\_  
(NAME OF BIDDER)

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Subscribed and sworn to before me this

Notary Public of

\_\_\_\_\_ day of \_\_\_\_\_ 2023.

My Commission expires \_\_\_\_\_, 20\_\_.

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

**6.1.7 CONSENT OF SURETY**

**CONSENT OF SURETY**

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: \_\_\_\_\_  
(Owner)

Re: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Project Description)

This is to certify that the \_\_\_\_\_  
(Surety Company)

will provide to \_\_\_\_\_ a performance bond in the  
(Owner)

full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

Date: \_\_\_\_\_

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT  
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE  
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

**6.1.8 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

New Jersey Business Registration Certificate

Attach Copy of BRC



**6.1.9 ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

**No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**6.1.10 PROPOSAL**

Proposal for Solid Waste/Recyclable Collection & Disposal beginning June 15, 2023.

The undersigned agrees to provide complete performance in accordance with the Contract Specifications for the Prices listed on the Proposal Sheets:

\_\_\_\_\_  
(NAME OF CONTRACTING UNIT)

\_\_\_\_\_  
(TAX ID #)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP)

\_\_\_\_\_ (TELEPHONE NUMBER)                      \_\_\_\_\_ (FAX NUMBER)

\_\_\_\_\_  
(EMAIL ADDRESS)

\_\_\_\_\_ Affix seal if a corporation  
(SIGNATURE)

\_\_\_\_\_ (TYPE OR PRINT NAME & TITLE)                      \_\_\_\_\_ (DATE)

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

NOTE:  
**Bidders are required to sign all Proposal sheets.**

**6.1.11 PROPOSAL PRICING**

**BASE BID: THREE (3) YEAR CONTRACT:**

	<b><u>SOLID WASTE</u></b>	<b><u>RECYCLING</u></b>	<b><u>TOTAL</u></b>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____
Totals	\$ _____	\$ _____	\$ _____

Total Base Bid Amount for Three (3) Year Contract: \$ \_\_\_\_\_

---

(Written Words)

\*\*\*\*\*

**\* ALTERNATE A \***

**BI-WEEKLY SOLID WASTE/BI-MONTHLY RECYCLING PICK UP**

**BASE BID: THREE (3) YEAR CONTRACT:**

	<b><u>SOLID WASTE</u></b>	<b><u>RECYCLING</u></b>	<b><u>TOTAL</u></b>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____
Totals	\$ _____	\$ _____	\$ _____

Total Base Bid Amount for Three (3) Year Contract: \$ \_\_\_\_\_

---

(Written Words)

**CONTRACT EXTENSION PRICING:**

	<b><u>SOLID WASTE</u></b>	<b><u>RECYCLING</u></b>	<b><u>TOTAL</u></b>
Year 4	\$ _____	\$ _____	\$ _____

Total Extension Year Four (4) Amount: \_\_\_\_\_

\_\_\_\_\_  
(Written Words)

Year 5	\$ _____	\$ _____	\$ _____
--------	----------	----------	----------

Total Extension Year Four (4) Amount: \_\_\_\_\_

\_\_\_\_\_  
(Written Words)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**7. CONTRACT DOCUMENTS**

**7.1. CONTRACT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the Borough of Highlands, hereinafter called "OWNER", and \_\_\_\_\_, hereinafter called "CONTRACTOR";

WITNESSETH: That the OWNER and the CONTRACTOR, for the consideration hereinafter specified, agree as follows:

ARTICLE ONE: SCOPE OF WORK: CONTRACTOR covenants and agrees to provide all necessary machinery, tools and equipment and to furnish and deliver all materials, and to do and perform in a good an workmanlike manner all the work and labor required to be furnished and delivered, done and performed in conformity with the Contract Documents hereto annexed which said Contract Documents and Contractor's Bid annexed thereto are hereby made a part of this agreement as fully and with the same effect as if the same had been set forth in the body of this agreement. This Contract shall be for SOLID WASTE/RECYCLABLE COLLECTION & DISPOSAL.

ARTICLE TWO: TIME OF DELIVERY AND PERFORMANCE: The contract shall be for a period of three (3) years commencing June 15, 2023 and continuing through June 15, 2026. The Borough of Highlands reserves the right to extend this contract in conformance with NJSA 40A:11-15

ARTICLE THREE: PAYMENT: OWNER agrees to pay CONTRACTOR, for said work and materials when completed or delivered, as the case may be, in accordance with the said Contract Documents and within the time stated for the actual quantity of authorized work done under each item scheduled in the Bid at the respective unit price bid thereof by the CONTRACTOR, which payment will amount to \$\_\_\_\_\_, payments to be made in accordance with the OWNERS usual requirements for submission of invoices and vouchers and approval by authorized official(s). Acceptance of the final payment by the CONTRACTOR shall be understood to be release in full of all claims against the OWNER arising out of or by reason of the work done and the materials furnished under this Contract.

ARTICLE FOUR: INDEMNIFICATION: The CONTRACTOR will make all payments or proper charges for said work required in accordance with said Contract Documents and will indemnify and save harmless the OWNER, its officers, agents or servants, and each and every one of them, against and from all suits, and costs of every name and description, including royalties, fees or claims for the use of patented methods, or patented rights, or copy-rights, and from all damages to which the OWNER or any of its officers, servants or agents may be put by reason of injury to person or property of others, resulting from carelessness in the performance of its said work or through the negligence of the CONTRACTOR or through any act or omission of the part of the CONTRACTOR, its agents or agent.

ARTICLE FIVE: The CONTRACTOR shall secure and maintain in force for the term of this contract, insurance in conformity with the said Contract specifications incorporated herein.

ARTICLE SIX: ARBITRATION: All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the preceding arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE SEVEN: ASSIGNMENT OR SUBLETTING: CONTRACTOR covenants and agrees not to assign or sublet the work specified or covered under the terms of this agreement without prior approval in writing of the OWNER.

ARTICLE EIGHT: DISCRIMINATION: It is agreed that the provisions contained in R.S.20:2-1 prohibiting discrimination by reasons of race, creed, color, national origin or ancestry and providing for the imposition of penalties against the CONTRACTOR for such discrimination and the right of cancellation and incidental remedies in favor of the BOROUGH OF HIGHLANDS in the event of such discrimination shall become a part of this Contract as if fully set forth herein.

#### ARTICLE NINE: AFFIRMATIVE ACTION

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

ARTICLE TEN: EMPLOYEE WAGE REPORTING: the contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the contractor or subcontractor's wages and any penalties that may result from failure to comply.

ARTICLE ELEVEN: AMERICANS WITH DISABILITIES ACT OF 1990:  
During the performance of this contract, the contractor agrees as follows:

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as ATTACHMENT #2 of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

This contract shall be binding upon the OWNER, its successors, or assigns, and upon the CONTRACTOR, its successors and assigns or heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the OWNER has caused this instrument to be signed by \_\_\_\_\_, Mayor Attested by \_\_\_\_\_, /ADMINISTRATOR and the BOROUGH OF HIGHLANDS seal to be hereunto affixed, and the CONTRACTOR hereunto set their hands and seals or caused these presents to be signed by their proper corporate officers and their property corporate seal to be hereto affixed, the day and year first above written.

OWNER: \_\_\_\_\_ BOROUGH OF HIGHLANDS \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Nancy Tran, Municipal Clerk (SEAL)

CONTRACTOR: \_\_\_\_\_

1. SIGNED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_



2. SIGNED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

3. SIGNED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Secretary

(SEAL)

**6.1.2 NOTICE OF AWARD**

NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION:

SOLID WASTE/RECYCLABLES COLLECTION & DISPOSAL

The Borough of Highlands has considered the bid submitted by you for the above-described CONTRACT response to its Notice to Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$ \_\_\_\_\_  
\_\_\_\_\_ for a three (3) year contract beginning **June 15, 2023**.

Prior to executing a contract, you are required to submit one of the three approved documents as proof of evidence for your companies compliance with Affirmative Action.

You are required to execute the Agreement within 14 calendar days from the date of the receipt of this notice by you.

If you fail to execute said Agreement within 14 days from the date of your receipt of this notice, the said Borough of Highlands will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this notice of award to the Borough of Highlands & Borough of Sea Bright.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

BOROUGH OF HIGHLANDS

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Mayor

**7.1.3 ACCEPTANCE OF NOTICE**

ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this, the \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Title: \_\_\_\_\_

**7.2. PERFORMANCE BOND**

**FORM NOT SUPPLIED BY  
CONTRACTING UNIT**

**7.3. VEHICLE DEDICATION AFFIDAVIT**

**AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } SS: BOROUGH OF HIGHLANDS  
SOLID WASTE AND RECYCLING  
COLLECTION AND DISPOSAL SERVICE

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Name of Affiant) (Identify Relationship to bidder: Owner, Partner, President or Other Officer)  
of the \_\_\_\_\_, and being duly sworn, I depose and say:  
(NAME OF BIDDER)

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the MAYOR & COUNCIL OF THE BOROUGH OF HIGHLANDS 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 HIGHLANDS, 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 HIGHLANDS is not feasible, that the BOROUGH OF HIGHLANDS will not be responsible for disposal costs for waste generated outside the BOROUGH OF HIGHLANDS.

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 HIGHLANDS to damages arising therefrom.

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

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

**7.4. CERTIFICATE OF INSURANCE**

**[FORM NOT SUPPLIED BY CONTRACTING UNIT]**

**7.5. AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } SS: BOROUGH OF HIGHLANDS  
SOLID WASTE AND RECYCLING  
COLLECTION AND DISPOSAL SERVICE

I, \_\_\_\_\_, of the City of \_\_\_\_\_ in the  
State (Commonwealth) of \_\_\_\_\_, being of full age and duly sworn  
according to law, on my oath depose and say that:

I am employed by the firm of \_\_\_\_\_, the bidder submitting the Bid  
(NAME OF BIDDER)  
Proposal for the above named project, in the capacity of \_\_\_\_\_, and I have  
(TITLE OF AFFIANT)  
executed the Bid Proposal with Full authority to do so.

Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require  
all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

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

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

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 2023.

Notary Public of

My Commission expires \_\_\_\_\_, 20\_\_.

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

**7.6. WAGE REPORTING AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF } SS: BOROUGH OF HIGHLANDS  
SOLID WASTE AND RECYCLING  
COLLECTION AND DISPOSAL SERVICE

I, \_\_\_\_\_, of the City of \_\_\_\_\_ in the  
State (Commonwealth) of \_\_\_\_\_, being of full age and duly sworn  
according to law, on my oath depose and say that:

I am employed by the firm of \_\_\_\_\_, the bidder submitting the Bid  
(NAME OF BIDDER)  
Proposal for the above named project, in the capacity of \_\_\_\_\_, and I have  
(TITLE OF AFFIANT)  
executed the Bid Proposal with Full authority to do so.

Further, the bidder will comply with the provisions of Public Law 2009, Chapter 88, and shall require  
all subcontractors to comply with the provisions of Public Law 2009, Chapter 88.

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

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

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 2023.

Notary Public of

My Commission expires \_\_\_\_\_, 20\_\_.

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



## **ATTACHMENT #1**

### **Procurement and Service Contract - Mandatory Language**

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the 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, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**ATTACHMENT #2**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

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

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

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

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

## ATTACHMENT #3

### WAGE REPORTING

N.J.S.A. 34:11-68 (P.L. 2009, c.88)

#### **Records required relative to collection, transportation of solid waste.**

34:11-68

a. Every contract with a public body under which a contractor or subcontractor engages in the work of the collection or transportation of solid waste, including any recyclable materials other than recycled or reclaimed asphalt or concrete, for the public body shall contain a provision requiring the contractor and subcontractor to keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract, and any other records deemed necessary by the commissioner for the enforcement of wage payments, and the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the public body awarding the contract, any other party to the contract, and the commissioner, and the contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form satisfactory to the commissioner, to the public body for each payroll period not more than 10 days after the payment of wages. The public body shall make the certified payroll record open at all reasonable hours to the inspection of any party to the contract, the commissioner, and any member of the public.

b. With respect to any contract with a public body for the collection or transportation of solid waste, including any recyclable materials other than recycled or reclaimed asphalt or concrete, the commissioner shall have the authority to investigate and ascertain the wages of workers employed in connection with the contract, enter and inspect the place of business or employment of the workers to question the workers and examine, inspect and copy any books, registers, payrolls, and other records regarding the wages, hours, and other conditions of employment of the workers, require from the contractor or subcontractor written statements, including sworn statements, regarding wages, hours, names, addresses, and other information about the workers the commissioner deems appropriate, and require the contractor or subcontractor to file, within 10 days of receipt of a request, any records enumerated in this section, sworn to as to their validity and accuracy. If the contractor or subcontractor fails to provide the requested records within 10 days, the commissioner may direct within 15 days the fiscal or financial officer charged with the custody and disbursements of the funds of the public body which contracted for the work to withhold immediately from payment to the contractor or subcontractor up to 25% of the amount, not to exceed \$100,000, to be paid to the contractor or subcontractor under the terms of the contract. The amount withheld shall be immediately released upon receipt by the public body of a notice from the commissioner indicating that the request for records has been satisfied.

c. Any contractor or subcontractor who willfully hinders or delays the commissioner in the performance of his duties in the enforcement of this section, or fails to make, keep or preserve any

records required under the provisions of this act, or falsifies any of the records, or refuses to furnish or make available any of the records to the commissioner upon demand, otherwise violates any provision of this act or any regulation or order issued under this act, shall be guilty of a disorderly persons offense and shall, upon conviction, be subject to a fine of not less than \$100 nor more than \$1,000, imprisonment for not less than 10 nor more than 90 days, or by both the fine and imprisonment. As an alternative to or in addition to any other sanctions, if the commissioner finds that the contractor or subcontractor has violated this act, the commissioner is authorized to assess and collect administrative penalties, up to a maximum of \$2,500 for a first violation and up to a maximum of \$5,000 for each subsequent violation, specified in a schedule of penalties to be promulgated as a rule or regulation by the commissioner in accordance with the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.). When determining the amount of the penalty imposed because of a violation, the commissioner shall consider factors including the history of previous violations, the seriousness of the violation, the good faith of the contractor or subcontractor and the size of the business. No administrative penalty shall be levied pursuant to this section unless the commissioner provides the alleged violator with notification of the violation and of the amount of the penalty by certified mail and an opportunity to request a hearing within 15 days following the receipt of the notice. If a hearing is requested, the commissioner shall issue a final order upon such hearing and a finding that a violation has occurred. If no hearing is requested, the notice shall become a final order upon expiration of the 15-day period. Payment of the penalty is due when a final order is issued or when the notice becomes a final order. Any penalty imposed pursuant to this section may be recovered with costs in a summary proceeding commenced by the commissioner pursuant to the "Penalty Enforcement Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.). Any sum collected as a fine or penalty pursuant to this section shall be applied toward enforcement and administrative costs of the Division of Wage and Hour Compliance in the Department of Labor and Workforce Development.

d. For the purposes of this section:

"Commissioner" means the Commissioner of Labor and Workforce Development or his duly authorized representatives.

"Public body" means the State of New Jersey, any of its political subdivisions, any authority created by the Legislature of the State of New Jersey and any instrumentality or agency of the State of New Jersey or of any of its political subdivisions.

"Contractor" or "subcontractor" means a contractor or subcontractor who employs less than 1,000 employees in the State of New Jersey.

ATTACHMENT #4

**Prohibited Russia-Belarus Activities & Iran Investment Activities**

Person or Entity

**Part 1: Certification**

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf)

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

**CONTRACT AWARDS AND RENEWALS**



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**CONTRACT AMENDMENTS AND EXTENSIONS**



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**Part 2: Additional Information**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

### Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> 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. 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 <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	



**ATTACHMENT #5**  
**BOROUGH OF HIGHLANDS - FEBRUARY 2019 MUNICIPAL DATA**

RESIDENTIAL SOURCES: twice a week solid waste collection and twice a month recycling collection

**Borough of Highlands-RESIDENTIAL SOURCES: twice a week solid waste collection and twice a month recycling collection**

Single family	1466
Condos	767
High Rise (Eastpointe)	165 units
High Rise (Housing Authority)	95 units
Apartments	214 units
Apartments (Federal Housing)	30 units
Total	2737 approximate residential units

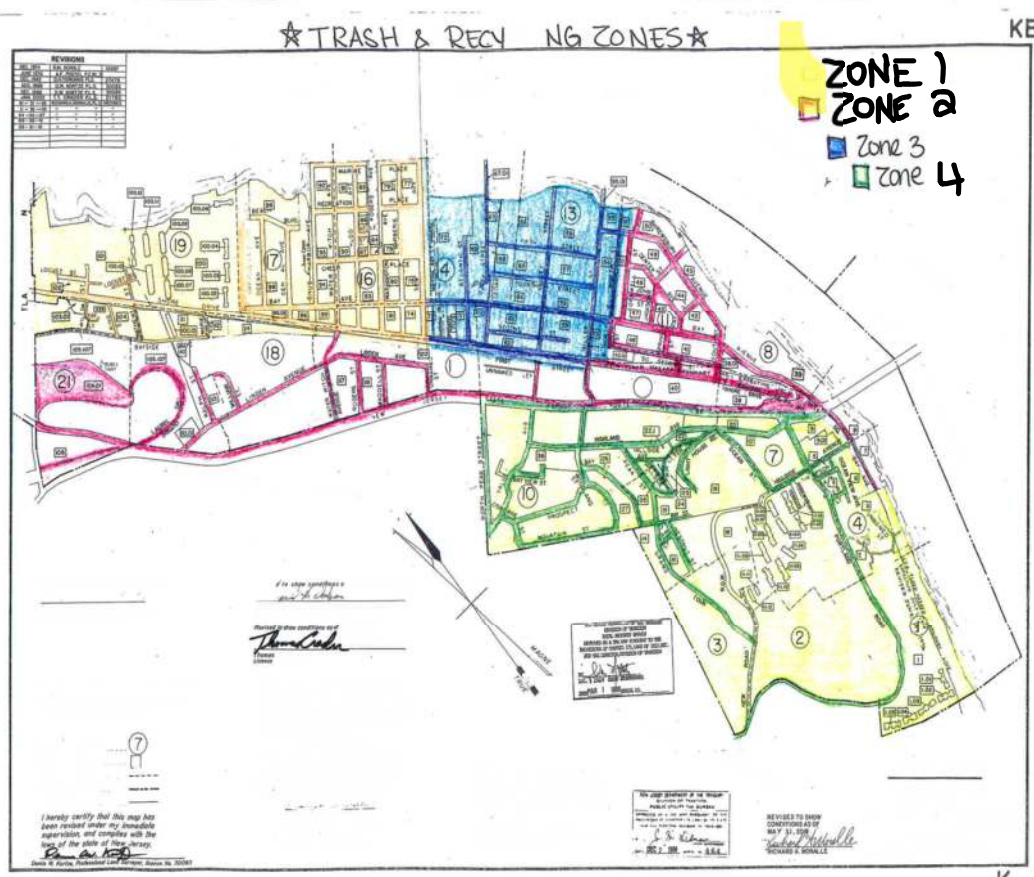
TOTAL ROAD MILES (Approximate):

State:	2.2 miles – 1 Road
County:	1.2 miles – 1 Road
Borough:	26.6 Total miles
	.064 square miles

RESIDENTIAL SOURCES: twice a week solid waste collection and twice a month recycling collection

POPULATION:      Approximately 5000 people live in the Borough of Highlands. We experience very little seasonal change.

ATTACHMENT #6 - MAP



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