

BOROUGH OF MOUNTAIN LAKES
Morris County, New Jersey

UNIFORM BID SPECIFICATIONS

For

SOLID WASTE AND
RECYCLABLE MATERIALS COLLECTION SERVICE

prepared by Mitchell Stern, Borough Manager
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, New Jersey 07046

September 10, 2025

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**BOROUGH OF MOUNTAIN LAKES
400 BOULEVARD
MOUNTAIN LAKES, NJ 07046**

NOTICE TO BIDDERS

**PROPOSALS FOR THE COLLECTION, REMOVAL, AND DISPOSAL OF SOLID WASTE, BULK WASTE,
AND DESIGNATED RECYCLABLES**

Sealed bids for the Collection, Removal, and Disposal of Solid Waste, Bulk Waste, and Designated Recyclables will be received by the Borough of Mountain Lakes on November 25, 2025 at 11:00 A.M. prevailing time at Borough Hall, 400 Boulevard, Mountain Lakes, New Jersey, 07046, at which time and place they will be publicly opened and read aloud. Bids may be hand-delivered or mailed by certified mail to the Borough Manager, Mitchell Stern. The Borough of Mountain Lakes will not be responsible for any bid mailed which is lost in transit or delivered late. Bids will not be accepted after the prescribed time for receipt of bids.

Specifications and bid proposal forms may be obtained at the office of the Qualified Purchasing Agent, 400 Boulevard., Mountain Lakes, New Jersey, 07046 between the hours of 8:30 a.m. and 3:30 p.m. daily except Saturdays, Sundays and Holidays. Bids or proposals shall be made on the forms provided and attached to the specifications which shall be submitted intact and otherwise must conform to the general instructions, specifications, terms and conditions. Bid documents shall be provided to prospective bidders without charge.

A bid bond, certified check or cashier's check made payable to the order of the Borough of Mountain Lakes, or a duly executed bid bond in the amount of 10% of each bid, not to exceed \$20,000, must be deposited by the bidder.

Bidders must comply with the following New Jersey State Statutes:

P.L. 1975, Chapter 127 (Affirmative Action Program)

P.L. 1975, Chapter 127 (Mandatory Equal Employment) N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:37

P.L. 1977, Chapter 33 (Statement of Ownership)

N.J.S.A. 40A:11-18 (American Goods and Products to be used where possible)

P.L. 2004, Chapter 157, amending N.J.S.A. 52:32:44 (Business Registration Act)

N.J.S.A. 19:44A-2013 (P.L. 2005, c.271, s.3) New Jersey Election Law Enforcement Commission

Bid proposals must be placed in sealed, opaque envelopes, addressed to the Borough of Mountain Lakes, Office of the Qualified Purchasing Agent, 400 Boulevard, Mountain Lakes, New Jersey, 07046 and shall be marked clearly on the outside of the envelope "BID DOCUMENTS ENCLOSED, SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION SERVICE".

The Borough reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the proposal received and to accept the bid which is in the best interest of the Borough.

Mitchell Stern, Borough Manager

1 INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Mountain Lakes in Morris County, New Jersey, is soliciting bid proposals from solid waste collection contractors interested in providing solid waste and recyclable material collection and disposal services for a period of three (3) or five (5) years, to commence on January 1, 2026, 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 five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the (Morris County) Daily Record and in the The Star Ledger.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Qualified Purchasing Agent at 400 Boulevard, Mountain Lakes, New Jersey, 07046. Bids must be delivered by hand or by mail to the Qualified Purchasing Agent no later than 11:00 a.m. on November 25, 2025. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 DOCUMENTS TO BE SUBMITTED

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

1. Certified photocopies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Borough of Mountain Lakes;
4. Statement of Ownership Disclosure.
5. Non-collusion affidavit;
6. Certificate of surety;
7. Prohibited Russia-Belarus Activities & Iran Investment Activities.
8. Americans with Disabilities Act
9. Equipment Certification.
10. Copy of Valid NJ Business Registration Certificate.
11. Bid Proposal Form.
12. Acknowledgement of Revisions and Notices;

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

2. DEFINITIONS

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

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

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

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

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

"Collection source" means a generator of designated collected solid waste to whom service will be provided under the contract.

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

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

"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 newspaper, mixed office paper, corrugated cardboard, chipboard, mixed paper, co-mingled recyclables and white goods.

"Designated collected solid waste" means solid waste types 10 and 13. 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 Morris County Solid Waste Management Plan for use by the Borough of Mountain Lakes, owned and operated by the Morris County Municipal Utilities Authority, Edwards Road, Parsippany, New Jersey, or State approved disposal facility.

"Dual Stream" means the method of collecting bottles, cans, and other containers separately in one recycling bucket, from paper grades which are collected separately in another recycling bucket.

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

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, and may include New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.

"Legal newspaper" means the Daily Record and The Star Ledger.

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

"Service Area" means the geographic area described below. The service area is as follows:

The corporate limits of the Borough of Mountain Lakes in the County of Morris.

"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 through the U.S. Postal Service, 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 Mountain Lakes in the advertisement for bids.
- C. Each bidder shall sign, where applicable, all bid submissions as follows:
 - 1. For a corporation, by a principal executive officer;
 - 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 - 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in sections 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. The bid proposal contains option bids. The Borough of Mountain Lakes may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder; provided, however, the Borough of Mountain Lakes shall not award the contract based on the bid price for separate options.
- E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2. BID GUARANTY

A Bid Guaranty in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Mountain Lakes in the amount of 10% of the highest aggregate 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 Mountain Lakes.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Borough of Mountain Lakes.

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 Borough of Mountain Lakes.

3.5. COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract.

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

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

- A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;
- B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
- C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.

3.7. NO ASSIGNMENT OF BID

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough of Mountain Lakes agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

4. AWARD OF CONTRACT

4.1. GENERALLY

- A. The Borough of Mountain Lakes shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough of Mountain Lakes' 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 Borough of Mountain Lakes reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Borough of Mountain Lakes rejects all bids, the Borough of Mountain Lakes 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.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Borough of Mountain Lakes 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 Mountain Lakes to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Borough of Mountain Lakes shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1 and N.J.A.C. 7:26H-6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4. PERFORMANCE BOND

The successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond to the Borough Manager at 400 Boulevard, Mountain Lakes, New Jersey 07046 prior to, or concurrent with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Borough Manager with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

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 Borough of Mountain Lakes 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 equal to the costs incurred by the Borough of Mountain Lakes in re-bidding the contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

- A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
- B. Within seven days after receipt of notification of the Borough of Mountain Lakes intent to award any contract the contractor must submit one of the following to the contracting unit:
 - 1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its letter of approval.
 - 2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photocopy of the certificate.
 - 3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.
- C. If the Contractor does not submit the affirmative action document within the required time period, the Borough of Mountain Lakes may extend the deadline by a maximum of fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of Mountain Lakes to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

All bidders are required by law to submit with the bid proposal to the Borough of Mountain Lakes a "Business Registration Certificate" issued to them by the State of New Jersey.

4.7. VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice of 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 Mountain Lakes 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 Borough of Mountain Lakes may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

- A. Work under this contract includes the collection, removal and disposal of all solid waste, bulk waste and designated recyclables from each residential, municipal property, condominium units and the board of education property within the Borough of Mountain Lakes. The Borough is comprised of approximately 1,397 single family residential units, 69 condominium units, 4 Board of Education facilities and 2 municipal facilities. Borough properties cover an area of 3.1 square miles and contains 27 miles of traveled roadway. Increases in individual collection points in increments of one percent (1%) added to the collection route will be cause for renegotiating at an additional cost as related and limited solely to the increased collection units. Particularly excluded from bulk collection is material listed in Attachment #4.
- B. Collection Modes – The Contractor will provide bid pricing for the collection alternatives as listed in Section 5.3. The Borough of Mountain Lakes has historically contracted for home side pick-up of solid waste and recyclable materials. The Borough is divided into five (5) districts, with one district per day for collection. The Borough would consider alternatives from bidders if there is a more efficient method of collection, however, the vendor MUST bid on a five district collection system. In addition, the Borough will accept bids with both Borough ownership of recyclable materials, as well as the Contractor retaining ownership of same. The Board of Education requires a twice weekly pickup of solid waste and recyclable material from the four school locations.

5.1. SERVICE REQUIRED

The Contractor shall provide service for each Option awarded by the Borough of Mountain Lakes. The Borough of Mountain Lakes shall select one collection Option for the contract period of three (3) or five (5) years in accordance with any of the option proposals submitted.

5.2. COLLECTION AREA

The Contractor shall provide collection, removal, and disposal from within the territorial and geographical boundaries of the corporate limits of the Borough of Mountain Lakes.

5.3. COLLECTION OPTIONS - BASE BID (Options 1A, 1B, 1C and 1D)

The home side collection of both solid waste and recyclables will be from a home side location within six (6) feet of the driveway of each service location. Homeowners/occupants will keep all receptacles in one location and these containers will be immediately returned to the same location by the Contractor after emptying with lids replaced on top. Contractor shall not be obligated to enter garage or home to collect solid waste or recyclable material. There shall be no limit to the amount of recyclable material placed out for collection. All solid waste and recyclable material containers have a maximum weight limit of 50 pounds per container.

The collection of recyclables will be on an alternating week schedule with commingled one week and cardboard/paper the following week.

The base bid includes the collection of curbside Type 13 bulk waste, excluding white goods, hazardous waste and construction debris, and shall be collected 4 times per year from every residence in the Borough. See Attachment #4 for acceptable and non-acceptable bulk materials.

The base bid includes providing containers/dumpsters and collection services of said dumpster/containers for the solid waste and recycling at the following municipal facilities during the Contract period and according to the following schedule:

1. Borough of Mountain Lakes Municipal Building:
Appropriately sized container for the trash and recyclables to be determined by the Contractor, picked up on a five (5) day per week basis.
2. Borough of Mountain Department of Public Works Building:
Appropriately sized container for the trash and recyclables to be determined by the Contractor, picked up on a minimum of one (1) day per week basis.

NOTE: Vendor must provide a bid on this item in order to be considered a responsive bid.

NOTE: All solid waste disposal costs associated with this collection option will be paid by the Borough of Mountain Lakes to the Morris County Municipal Utilities Authority.

NOTE: All revenues from the marketing of designated recyclable materials will be retained by the Borough of Mountain Lakes.

NOTE: COLLECTION - ADDITIONAL SERVICE

If the owner or occupant of any residential property desires an additional waste/recycling pickup above and beyond the service level required in the specifications, such service will be billed directly by the Contractor to the property owner receiving the service at the following rate per additional service pickup:

Year 1 - \$ _____.

Year 2 - \$ _____.

Year 3 - \$ _____.

Year 4 - \$ _____.

Year 5 - \$ _____.

All solid waste disposal costs associated with this collection option will be paid by the Borough of Mountain Lakes to the Morris County Municipal Utilities Authority.

BASE BID OPTIONS (ONE MUST BE CHOSEN TO BE A RESPONSIVE BID)

OPTION 1A 3 Year Contract – Base Bid - Borough Retains Ownership of Recyclable Materials

OPTION 1B 3 Year Contract – Base Bid – Contractor Assumes Ownership of Recyclable Materials

OPTION 1C 5 Year Contract – Base Bid - Borough Retains Ownership of Recyclable Materials

OPTION 1D 5 Year Contract – Base Bid – Contractor Assumes Ownership of Recyclable Materials

OPTION 2 COLLECTION OF MOUNTAIN LAKES BOARD OF EDUCATION

The Contractor shall provide containers/dumpsters and container/dumpster collection services for solid waste and recycling at the following Board of Education facilities during the Contract period and according to the following schedule:

1. Mountain Lakes High School - Five (5) day collection during School Year in accordance with the School Calendar, and two (2) days per week during Summer Session.
 - a. One (1) ten cubic yard container for solid waste.
 - b. Separate containers for mixed/comingled recyclables and paper.. Size and type of container to be determined by the Contractor that will be sufficient to hold all materials at all times.
2. Briarcliff School - Five (5) day collection during School Year in accordance with the School Calendar, and two (2) days per week during Summer Session.
 - a. One (1) ten cubic yard container for solid waste.
 - b. Separate containers for mixed/comingled recyclables and paper. Size and type of container to be determined by the Contractor that will be sufficient to hold all materials at all times.
3. Lake Drive School - Five (5) day collection during School Year in accordance with the School Calendar, and two (2) days per week during Summer Session.
 - a. One (1) ten cubic yard container for solid waste
 - b. Separate containers for mixed/comingled recyclables and paper. Size and type of container to be determined by the Contractor that will be sufficient to hold all materials at all times.
4. Wildwood School - Five (5) day collection during School Year in accordance with the School Calendar, and two (2) days per week during Summer Session.
 - a. One (1) ten cubic yard container for solid waste.
 - b. Separate containers for mixed/comingled recyclables and paper. Size and type of container to be determined by the Contractor that will be sufficient to hold all materials at all times.

NOTE: Under this option, all revenues from the marketing of designated recyclable materials will be retained by the Borough of Mountain Lakes.

NOTE: All solid waste disposal costs associated with this collection option will be paid by the Borough of Mountain Lakes to the Morris County Municipal Utilities Authority.

OPTION 2 MOUNTAIN LAKES BOARD OF EDUCATION

OPTION 2A 3 Year Contract - Board of Education – Borough Retains Ownership of Recyclable Materials

OPTION 2B 3 Year Contract - Board of Education – Contractor Assumes Ownership of Recyclable Materials

OPTION 2C 5 Year Contract - Board of Education – Borough Retains Ownership of Recyclable Materials

OPTION 2D 5 Year Contract - Board of Education – Contractor Assumes Ownership of Recyclable Materials

5.4. CONTAINERS

- A. Containers used for collection of solid waste and co-mingled recyclables at single family units shall be a can or barrel made of plastic or metal or another durable material with a tight-fitting cover, constructed to prevent the spillage of contents. It shall be waterproof and shall not exceed 35 gallons in volume or 50 pounds in weight when filled. Containers used for collection of solid waste and commingled recyclables at condominium units and board of education facilities shall be as described above or solid waste type dumpsters, provided by the contractor, depending upon the past collection practices of the residential complex or facility.
- B. Collection of all designated recyclables to include separate containers, one for corrugated cardboard, chipboard, newspaper, and mixed paper, and one for commingled recyclables including vendor acceptable bottles, cans, and plastics, and shall be placed separately in rigid containers (not in plastic bags).
- C. Bulk items placed on the curb for curbside bulk pickup shall be under 500 pounds total.

5.5. COLLECTION SCHEDULE

- A. All collection services, as described in these specifications, shall be performed on all designated days between 8:00 a.m. and 4:00 p.m..
- B. The following legal holiday shall be exempted from the waste collection schedule:
Christmas Day (December 25th)
The following legal holidays may be exempted from the waste collection schedule:
Memorial Day, Labor Day, Thanksgiving Day

In the event the Contractor desires to implement the optional holidays listed above, Contractor must notice the Borough of its intent no later than November 1st of the previous year (ie: no pickup Memorial Day 2026, Borough must be notified no later than November 1, 2025).

- C. In the event of the necessity to cancel a daily collection, Contractor is to notify the Borough of Mountain Lakes (Public Works Director, or his / her designee), as soon as the need becomes known. At time of notification, Contractor is to provide an alternate collection date, preferably the next day, however, not later than the next regularly scheduled collection date for the service area that was missed.

The Borough of Mountain Lakes will alert of the cancelation and alternative pickup date through its established communications channels.

5.6. SOLID WASTE DISPOSAL

- A. All solid waste collected within the Borough of Mountain Lakes shall be disposed of in accordance with the County of Morris 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 Morris County Municipal Utilities Authority, Edward Road, Parsippany, New Jersey, 07045. The Morris County Municipal Utilities Authority phone numbers are (973) 808-9651 and (973) 829-8585.
- B. The Borough of Mountain Lakes reserves the right to designate another disposal facility in accordance with the County of Morris Solid Waste Management Plan or in the event that the designated Disposal Facility is unable to accept waste. The Borough of Mountain Lakes will assume all additional costs or benefits that are associated with such designation.

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 water tight. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.
- C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.
- D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the 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 Mountain Lakes 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 8:00 a.m. and 4:00 p.m.. The Borough of Mountain Lakes shall list the Contractor's telephone number in the Telephone directory along with other listings for the Borough of Mountain Lakes.

5.10. FAILURE TO COLLECT

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

5.11. COMPLAINTS

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 Contractor shall submit a copy of all complaints received and the action taken to the Borough of Mountain Lakes upon request by the Borough of Mountain Lakes.

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 Mountain Lakes for the preceding calendar month (the "Billing Month").
 2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Borough of Mountain Lakes for reimbursement.
- B. The Borough of Mountain Lakes shall pay all invoices within 30 days of receipt. The Borough of Mountain Lakes will not be obligated to pay a defective invoice until the defect is cured by the Contractor. Borough of Mountain Lakes shall have 30 days from the date of receipt of the corrected invoice to make payment.
- C. Invoices shall specify the number and type of vehicles used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough of Mountain Lakes 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 Mountain Lakes 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 Mountain Lakes will pay the costs of disposal, the disposal facility shall bill the Borough of Mountain Lakes directly for all costs (including taxes and surcharges).

5.14. COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Borough of Mountain Lakes shall notify the contractor and specify how the employee is incompetent or disorderly and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the contract must possess a valid New Jersey driver's license for the type of vehicle operated.

5.15. SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the 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.

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 Mountain Lakes as an Additional Named insured indemnifying the Borough of Mountain Lakes with respect to the Contractor's actions pursuant to the Contract.

5.17. CERTIFICATES

Upon notification by the Borough of Mountain Lakes, 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 Mountain Lakes from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of Mountain Lakes 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

- ___ 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.
- ___ b. Statement of bidder's qualifications, experience, and financial ability.
- ___ c. 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 Mountain Lakes.
- ___ d. Statement of Ownership Disclosure.
- ___ e. Non-Collusion Affidavit.
- ___ f. Consent of surety.
- ___ g. Disclosure of Investment Activities in Iran.
- ___ h. Americans with Disabilities Act.
- ___ i. Equipment Certification.
- ___ j. Copy of Valid NJ Business Registration Certificate.
- ___ k. Bid Proposal Form.
- ___ l. Acknowledgement of Revisions and Notices.

Name of Firm or Individual

Title

Signature

Date

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

Name _____

Complete Address _____

Telephone Number _____

Certificate Number _____

Date. _____

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

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

AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF }

SS: Borough of Mountain Lakes

I, _____ (name of Affiant), am the _____ of the
_____ (identify relationship to bidder: owner, partner, president or other corporate officer), and
being duly sworn, I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough of Mountain Lakes to award to _____ (name of bidder) 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 Mountain Lakes will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.
4. I also understand and agree that the Borough of Mountain Lakes 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 Mountain Lakes, 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 Mountain Lakes 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 _____ 20____

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.

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 Mountain Lakes. 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 Mountain Lakes 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 Mountain Lakes 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 any government solid waste collection and disposal services contracts that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of contracting unit;
 - (b) Approximate population of contracting unit;
 - (c) Term of contract from to ;

- (d) How were materials collected?
 - (e) Provide 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 8, 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. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidder's assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.

14. The Borough has traditionally collected solid waste on a one district per day system with five (5) districts. If the bidder can provide an alternative collection method in lieu of the five district collection method presently in place, describe this alternative collection process. The Bid must be prepared based upon the traditional five districts; any alternate schedule must be prepared as a separate bid for each item following the provided table,

6.4 BID GUARANTEE

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned,

_____ ,

as Principal, and _____, as

Surety, are, hereby, held and firmly bound unto the Borough of Mountain Lakes as OWNER in the penal sum of

_____, for payment of which, well and truly to

be made, we, hereby, jointly and severally bind ourselves, successors and assigns.

Signed _____ day of _____, 20_____

The condition of the above obligation is such that whereas the Principal has submitted to the Borough of Mountain Lakes a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for a Solid Waste and Recycling Materials Collection Service for the Borough of Mountain Lakes.

NOW, THEREFORE,

(A) If said BID shall be rejected, or

(B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND, for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection wherewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated.

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

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

_____(L.S.)
Principal

Surety

By: _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Borough of Mountain Lakes is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Mountain Lakes to notify the Borough of Mountain Lakes in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough of Mountain Lakes to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

STATE OF NEW JERSEY }
COUNTY OF } s.s.: Borough of Mountain Lakes

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

I am employed by the firm of _____ (name of bidder), the bidder submitting the Bid Proposal for the above named project, in the capacity of _____ (title of affiant), and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or other wise 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 Mountain Lakes rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

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

Name of Firm or Individual

Title

Signature

Date _____

Subscribed and sworn to before me this

_____ day of _____ 20____.

Notary Public of

My Commission expires _____ 20____.

CONSENT OF SURETY

To: The Borough of Mountain Lakes

(Municipal Waste/Recycling Contract)

will provide to the Borough of Mountain Lakes a performance bond in the 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.**

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.

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.)

Part 2: Additional Information

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.

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 Owner 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 to notify the Owner 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 Owner and that the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

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

The contractor and the Borough of Mountain Lakes, (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. 5121 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.

6.10

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

6.11

BUSINESS REGISTRATION CERTIFICATE

PLEASE PLACE A COPY OF THE CORPORATION NJ BUSINESS REGISTRATION CERTIFICATE

6.12 BID PROPOSAL

Proposal for Solid Waste Collection beginning January 1, 2023.

Borough of Mountain Lakes

I or We _____

of _____

ADDRESS

CITY, STATE, ZIP

hereby agree to provide complete performance in accordance with the Contract and Specifications for the Prices listed on the Proposal Sheets.

NOTE:

Bidders are required to sign all Option Proposal sheets.

Bidders are invited to bid on all or any Option Proposal.

Signature

Affix seal if a corporation.

Title

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: _____

6.14 PROPOSED OPTIONS

BASE BID

Home Side collection of solid waste and recyclable materials from residential and municipal sources. One (1) pickup per week for each residence based upon 5 zones. Municipal pickup includes five (5) day per week for Borough Hall and minimum one (1) day per week for Department of Public Works.

Four times per year bulk waste curbside pickup.

OPTION 1A – 3 Year - BASE BID – BOROUGH RETAINS OWNERSHIP OF RECYCLABLE MATERIAL

5 District Collection					Alternate Collection		
YEAR	SOLID WASTE	RECYCLING	TOTAL		SOLID WASTE	RECYCLING	TOTAL
1							
2							
3							
TOTAL							

Name of Firm

Signature

Date

BASE BID

Home Side collection of solid waste and recyclable materials from residential and municipal sources. One (1) pickup per week for each residence based upon 5 zones. Municipal pickup includes five (5) day per week for Borough Hall and minimum one (1) day per week for Department of Public Works.

Four times per year bulk waste curbside pickup.

OPTION 1B – 3 Year - BASE BID – CONTRACTOR ASSUMES OWNERSHIP OF RECYCLABLE MATERIAL

5 District Collection

Alternate Collection

YEAR	SOLID WASTE	RECYCLING	TOTAL		SOLID WASTE	RECYCLING	TOTAL
1							
2							
3							
TOTAL							

Name of Firm

Signature

Date

BASE BID

Home Side collection of solid waste and recyclable materials from residential and municipal sources. One (1) pickup per week for each residence based upon 5 zones. Municipal pickup includes five (5) day per week for Borough Hall and minimum one (1) day per week for Department of Public Works.

Four times per year bulk waste curbside pickup.

OPTION 1C – 5 Year - BASE BID – BOROUGH RETAINS OWNERSHIP OF RECYCLABLE MATERIAL

5 District Collection				Alternate Collection			
YEAR	SOLID WASTE	RECYCLING	TOTAL		SOLID WASTE	RECYCLING	TOTAL
1							
2							
3							
4							
5							
TOTAL							

Name of Firm

Signature

Date

BASE BID

Home Side collection of solid waste and recyclable materials from residential and municipal sources. One (1) pickup per week for each residence based upon 5 zones. Municipal pickup includes five (5) day per week for Borough Hall and minimum one (1) day per week for Department of Public Works.

Four times per year bulk waste curbside pickup.

OPTION 1D – 5 Year - BASE BID – CONTRACTOR ASSUMES OWNERSHIP OF RECYCLABLE MATERIAL

5 District Collection				Alternate Collection			
YEAR	SOLID WASTE	RECYCLING	TOTAL		SOLID WASTE	RECYCLING	TOTAL
1							
2							
3							
4							
5							
TOTAL							

Name of Firm

Signature

Date

OPTION 2 - Five (5) day per week collection during School Year/ Two (2) day per week pickup during Summer Session of solid waste and recyclable material from four (4) schools

OPTION 2A – 3 Year - BOARD OF EDUCATION – BOROUGH RETAINS OWNERSHIP OF RECYCLABLE MATERIAL

Five day per week - School Year /Two day per week – Summer Session Collection

YEAR	SOLID WASTE	RECYCLING	TOTAL
1			
2			
3			
TOTAL			

Name of Firm

Signature

Date

OPTION 2 – Five (5) day per week collection during School Year/ Two (2) day per week pickup during Summer Session of solid waste and recyclable material from four (4) schools

OPTION 2B – 3 Year - BOARD OF EDUCATION - CONTRACTOR ASSUMES OWNERSHIP OF RECYCLABLE MATERIAL

Five Day per week - School Year /Two day per week – Summer Session Collection

YEAR	SOLID WASTE	RECYCLING	TOTAL
1			
2			
3			
TOTAL			

Name of Firm

Signature

Date

OPTION 2 – Five (5) day per week collection during School Year/ Two (2) day per week pickup during Summer Session of solid waste and recyclable material from four (4) schools.

OPTION 2C – 5 Year - BOARD OF EDUCATION – BOROUGH RETAINS OWNERSHIP OF RECYCLABLE MATERIAL

Five day per week - School Year /Two day per week – Summer Session Collection

YEAR	SOLID WASTE	RECYCLING	TOTAL
1			
2			
3			
4			
5			
TOTAL			

Name of Firm

Signature

Date

OPTION 2 – Five Day (5) per week collection during School Year/ Two (2) day per week pickup during Summer Session of solid waste and recyclable material from four (4) schools

OPTION 2D – 5 Year - BOARD OF EDUCATION - CONTRACTOR ASSUMES OWNERSHIP OF RECYCLABLE MATERIAL

Five day per week - School Year /Two day per week – Summer Session Collection

YEAR	SOLID WASTE	RECYCLING	TOTAL
1			
2			
3			
4			
5			
TOTAL			

Name of Firm

Signature

Date

7. CONTRACT DOCUMENTS

7.1. CONTRACT

THIS CONTRACT, made this _____ day of _____, in the year _____, by and between the Borough of Mountain Lakes, a body politic and corporate of the State of New Jersey, and hereinafter called the Owner, party of the first part, and _____

hereinafter called the Contractor, party of the second part.

WITNESSETH, that in consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor agrees to perform all of the work described in the Request for Proposals and agrees to comply with all the terms therein, for the price or prices submitted in the Proposal. Said prices shall be full compensation for the services to be provided, and for all losses and damages arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulty encountered in the prosecution of the work; and for all risks of any kind connected with the work, and for all expenses incurred by, or in consequence of, the work.

2. The Contractor will commence the services to be provided on the date stipulated and shall provide said services shall be provided in a continuous manner for the contract period.

3. The Contractor will furnish all of the equipment, fuel, labor and all else necessary to provide the services described herein. The Contractor shall provide said services in an expeditious, continuous, and substantial manner, to the satisfaction of the Borough.

4. The Contractor agrees to provide all of the service described in the Contract Documents and agrees to comply with all the terms therein, for the price or prices submitted by him in his Proposal. Said prices shall be full compensation for the services provided, and for all losses and damages arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulty encountered in the prosecution of the work; and for all risks of any kind connected with the work, and for all expenses incurred by, or in consequence of, the work.

5. The term "Contract Documents" means and will consist of, the Request for Proposals, the Proposals submitted and attached hereto, the Notice of Award and/or any other General Requirements.

6. The Contract Documents enumerated above are hereby made party of this Contract as though they were physically attached hereto, and by execution of this Contract the Contractor acknowledges that he has examined, and is familiar with the contents of the said Contract Documents.

7. The Owner will make payments to the Contractor in the manner and at such times as set forth in the Contract Documents, in such amounts as required by the Contract Documents.

8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. The Contractor herein represents that neither the Contractor nor any person owning 5% or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2A:93-2, 2A:93-6, or 2A:97-2 subsequent to September 13, 1977.

10. By execution of this Contract, the Contractor acknowledges that he has examined, and is familiar with, the proposed work.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original

counterparts, the day and year first above written.

Attest:

BOROUGH OF MOUNTAIN LAKES

By: _____

Attest:

(Name of Contractor)

By: _____

If the Contractor is a corporation, the signature of the proper officers and the corporation seal shall be affixed.

7.2. PERFORMANCE BOND

FORM SUPPLIED BY
CONTRACTOR

7.3. CERTIFICATE OF INSURANCE

FORM SUPPLIED BY
CONTRACTOR

7.4. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.: BOROUGH OF MOUNTAIN LAKES

I, _____ (name of affiant), of the City of _____

in the State of _____ being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of _____ (name of bidder), the bidder submitting the Bid Proposal for the above named project, in the capacity of _____ (title of affiant), and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

Name of Firm

Title

Signature

Date

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Notary Public of

My Commission expires _____, 20_____.

ATTACHMENT #1 - Procurement and Service Contract - Mandatory Language

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Attachment #2 - VEHICLE DEDICATION AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } SS: Borough of Mountain Lakes

I, _____ am the _____ of the _____,

and being duly sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Mountain Lakes 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 Mountain Lakes, 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 Mountain Lakes is not feasible, that the Borough of Mountain Lakes will not be responsible for disposal costs for waste generated outside the Borough of Mountain Lakes.

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

Name of Firm

Title

Signature

Date

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Notary Public of

My Commission expires _____, 20_____.

ATTACHMENT #3 - MUNICIPAL WASTE SOURCES

RESIDENTIAL SOURCES:

Single family	1,397
Multi-family	0
Apartment/Condominiums	69
Total	1466
Containers	35 Gallon or 50 Pound weight limit

COMMERCIAL SOURCES:

Total	Not applicable
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INSTITUTIONAL SOURCES:

Schools	4 Public Schools
Total	4
Containers	Provided by Vendor

MUNICIPAL SOURCES:

Municipal buildings	2 units – Borough Hall & DPW facility
Total	2
Containers	Containers to be provided by Vendor

POPULATION:

Approximately 4,400 with no significant changes projected in the next five years.

AREA:

3.1 square miles

TOTAL ROAD MILES:

Approximately 27 road miles

TONNAGE REPORT :

Solid Waste:

	<u>TONS</u>
2024	1,394
2023	1,374
2022	1,332
2021	1,337
2020	1,293

Recyclable Materials:

<u>Commingled</u>	<u>TONS</u>
2021	218
2020	311
2019	263

<u>Paper/cardboard</u>	<u>TONS</u>
2021	178
2020	303
2019	318

ATTACHMENT #4 - BULK PICKUP GUIDELINES

A. Bulk Waste is generally defined as “Type 13” Solid Waste, and more locally restricted to the following materials pursuant to the Municipal Code of the Borough of Mountain Lakes:

1. Furniture;
2. Toys;
3. Mattresses limited to two (2) per address;
4. Wood, inclusive of replaced/repaired wood fencing sections, and other wood products limited further to two (2) thirty-two (32) gallon containers with pieces cut into three-foot pieces per address.
5. Rugs and Carpeting (cut into 3-foot sections)
6. Lawn furniture (non-metal);
7. Wood doors;
8. Storm Windows (non-metal);
9. Storm Doors (non-metal);
10. Items generated by a homeowner while conducting minor repairs not requiring a zoning or construction permit.

B. Bulk waste shall be further defined so as to explicitly restrict and prohibit the following materials from collection pursuant to the Municipal Code of the Borough of Mountain Lakes:

1. Electronic Waste;
2. Ashes;
3. Dirt;
4. Tree Trunks;
5. Stumps;
6. Branches;
7. Brush;
8. Leaves;
9. Household Garbage;
10. Pool filters;
11. Railroad ties;
12. Rocks and stones;
13. Asphalt;
14. Concrete;
15. Closed-Top Drums;
16. Automobile Parts;
17. Appliances (i.e.: refrigerators, washers, dryers, and alike metal products);
18. Paint;
19. Chemicals;
20. Any materials resulting from demolition, alteration, or repair of buildings by a contractor or homeowners which would require a zoning or construction permit.

Bulk waste collected pursuant to paragraph B of this Subsection shall not exceed five hundred (500) pounds per address per pickup.