



**COLLECTION AND DISPOSAL
of
RECYCLABLE SINGLE STREAM MATERIALS
and
BULK SOLID WASTE (TYPE 13)**

JANUARY 27, 2026

RECEIPT AND OPENING OF BIDS

**Tuesday, March 31, 2026,
at 11:00 A.M.**

BOROUGH OF MENDHAM
NOTICE TO BIDDERS

COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS AND
BULK SOLID WASTE (TYPE 13)

NOTICE IS HEREBY GIVEN that in accordance with N.J.A.C. 7:26H-6.1 *et seq.* sealed bid proposals for a for the collection and disposal of recyclable materials and bulk solid waste from residential properties and municipal facilities within the Borough of Mendham, commencing on January 27, 2026 will be received by the Borough Clerk, or designee, of the Borough of Mendham, in the County of Morris, New Jersey, at the Phoenix House, 2 West Main Street, Mendham, New Jersey, on Tuesday, **March 31, 2026** at 11:00 a.m., prevailing time, at which place and time all bid proposals received will be opened and read aloud for the following project: "Collection and Disposal of Recyclable Materials and Bulk Solid Waste (Type 13)."

The specifications for the respective services, Instructions to Bidders and general conditions for all contracts, contract form, performance bond form, bid proposal form and other bidding documents are available at the office of the Borough Clerk, 2 West Main Street, Mendham, NJ 07945 between the hours of 9:00 am and 4:00 pm prevailing time, Monday through Friday, excluding holidays. The above documents are also available on the Borough website at www.mendhamnj.org.

Each bid proposal must be enclosed in a sealed envelope bearing the name and address of the bidder and the name of the project on the outside, addressed to the Department of Public Works Superintendent, Borough of Mendham, Morris County, New Jersey. Bid proposals shall be submitted at the place and time scheduled for the opening of proposals, provided, however, that a bid proposal may be submitted by hand delivery, mail or courier service if placed in a sealed envelope marked as hereinabove provided and mailed or otherwise delivered to the Borough Clerk, 2 West Main Street, Mendham, NJ 07945, in which case the delivery of the sealed bid proposal envelope to the Borough Clerk prior to the time for the opening of bid proposals is the responsibility of the bidder.

Bid proposals shall be prepared and submitted on the forms provided, and in the manner required by the Instructions to Bidders. Each bid proposal must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than ten percent (10%) of the amount bid (but not more than \$20,000) to guarantee that the bidder to whom a contract may be awarded will execute the contract and furnish the required performance bond. Each bid proposal must include a consent of surety from a surety company stating that the surety company will provide the bidder with the required performance bond if the contract is awarded to the bidder. Other documents required to accompany each bid proposal must also be completed and submitted.

No bid proposal may be withdrawn for sixty (60) calendar days after the opening of bids. A contract will be awarded to the lowest bidder responsible, or all bids will be rejected within sixty (60) calendar days after the opening of bids.

Bidders are advised that the provisions of any contract will require compliance with the requirements of N.J.A.C. 17:27-1.1 *et seq.* (Equal Employment Opportunity and Affirmative Action), N.J.S.A. 10:5-1 *et seq.* (Law Against Discrimination), and N.J.S.A. 40A:11-1 *et seq.* (Local Public Contracts Law).

The Borough of Mendham reserves the right to award any of the contract options to one bidder or to multiple bidders if appropriate. Bidders may bid on any of the options for recyclable materials, bulk waste (Type 13) or combined. However, all portions of the bid form must be completed for whichever option is being bid. Failure to complete all portions of the bid form for the option being bid shall cause the bid to be incomplete

and rejected.

The Borough reserves the right to determine which contract will be awarded and the right to reject any or all bids and to waive any informality in any bid, all as permitted or required by law.

The Borough of Mendham reserves the right to extend the contract upon agreement between the Borough and the Contractor in accordance with N.J.S.A. 40A:11-15.

Joyce E. Bushman
Borough Administrator

Bids shall be submitted for the following options and alternates. Alternates are optional.

RECYCLABLE MATERIALS SINGAL STREAM COLLECTION

OPTION 1 - RECYCLABLE MATERIALS SINGLE STREAM COLLECTION - ONE (1) YEAR CONTRACT

- A)** One (1) day **per week** curbside collection of single-stream recyclable materials from residential sources.
- B)** One (1) day **every other week** curbside collection of single-stream recyclable materials from residential sources.

OPTION 2 - THREE (3) YEAR CONTRACT - RECYCLABLE MATERIALS SINGLE STREAM COLLECTION

- A)** One (1) day **per week** curbside collection of single-stream recyclable materials from residential sources.
- B)** One (1) day **every other week** curbside collection of single-stream recyclable materials from residential sources.

OPTION 3 - FIVE (5) YEAR CONTRACT - RECYCLABLE MATERIALS SINGLE STREAM COLLECTION

- A)** One (1) day **per week** curbside collection of single-stream recyclable materials from residential sources.
- B)** One (1) day **every other week** curbside collection of single-stream recyclable materials from residential sources.

BULK SOLID WASTE TYPE 13 COLLECTION

OPTION 1 - ONE (1) YEAR CONTRACT- BULK SOLID WASTE TYPE 13 COLLECTION

- A)** One (1) day **per week** collection of curbside bulk waste Type 13 from residential sources.
- B)** One (1) day **every other week** collection of curbside bulk waste Type 13 from residential sources.
- C)** One (1) day **per month** collection of curbside bulk waste Type 13 from residential sources.
- D)** **Two (2) times per year (Semi-Annual)** collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per collection.

OPTION 2 - THREE (3) YEAR CONTRACT - BULK SOLID WASTE TYPE 13 COLLECTION

- A)** One (1) day **per week** collection of curbside bulk waste Type 13 from residential sources.
- B)** One (1) day **every other week** collection of curbside bulk waste Type 13 from residential sources.
- C)** One (1) day **per month** collection of curbside bulk waste Type 13 from residential sources.
- D)** **Two (2) times per year (Semi-Annual)** collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per collection.

OPTION 3 - FIVE (5) YEAR CONTRACT - BULK SOLID WASTE TYPE 13 COLLECTION

- A)** One (1) day **per week** collection of curbside bulk waste Type 13 from residential sources.
- B)** One (1) day **every other week** collection of curbside bulk waste Type 13 from residential sources.
- C)** One (1) day **per month** collection of curbside bulk waste Type 13 from residential sources.

D) Two (2) times per year (Semi-Annual) collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per collection.

COMBINED RECYCLABLE MATERIALS SINGLE STREAM & BULK SOLID WASTE TYPE 13 COLLECTION SERVICES

OPTION 1 – ONE (1) YEAR CONTRACT- COMBINED RECYCLABLE MATERIALS SINGLE STREAM AND BULK SOLID WASTE TYPE 13 COLLECTION -RESIDENT PROVIDES OWN RECYCLING CONTAINER

- A) COMBINED:** One (1) day **per week** collection of single-stream recyclable materials and bulk waste Type 13 materials from residential sources.
- B) COMBINED:** One (1) day **every other week** collection of single-stream recyclable materials and bulk waste Type 13 materials from residential sources.
- C) COMBINED:** One (1) day **per week** collection of single-stream recyclable materials and one (1) day **per month** collection of bulk waste Type 13 materials residential sources.
- D) COMBINED:** One (1) day **every other week** collection of single-stream recyclable materials and one (1) day **per month** collection of bulk waste Type 13 materials residential sources.
- E) COMBINED:** One (1) day **per week** collection of single-stream recyclable materials and **two (2) times per year (Semi-Annual)** collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per bulk solid waste Type 13 collection.
- F) COMBINED:** One (1) day **every other week** collection of single-stream recyclable materials and **two (2) times per year (Semi-Annual)** collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per bulk solid waste Type 13 collection.

OPTION 2 – THREE (3) YEAR CONTRACT - COMBINED RECYCLABLE MATERIALS SINGLE STREAM AND BULK SOLID WASTE TYPE 13 COLLECTION - RESIDENT PROVIDES OWN RECYLCING CONTAINER

- A) COMBINED:** One (1) day **per week** collection of single-stream recyclable materials and bulk waste Type 13 materials from residential sources.
- B) COMBINED:** One (1) day **every other week** collection of single-stream recyclable materials and bulk waste Type 13 materials from residential sources.
- C) COMBINED:** One (1) day **per week** collection of single-stream recyclable materials and one (1)

day **per month** collection of bulk waste Type 13 materials residential sources.

- D**) COMBINED: One (1) day **every other week** collection of single-stream recyclable materials and one (1) day **per month** collection of bulk waste Type 13 materials residential sources.
- E**) COMBINED: One (1) day **per week** collection of single-stream recyclable materials and **two (2) times per year (Semi-Annual)** collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per bulk solid waste Type 13 collection.
- F**) COMBINED: One (1) day **every other week** collection of single-stream recyclable materials and **two (2) times per year (Semi-Annual)** collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per bulk solid waste Type 13 collection.

OPTION 3 – FIVE (5) YEAR CONTRACT- COMBINED RECYCLABLE MATERIALS
SINGLE STREAM AND BULK SOLID WASTE TYPE 13 COLLECTION -RESIDENT
PROVIDES OWN RECYLING CONTAINER

- A**) COMBINED: One (1) day **per week** collection of single-stream recyclable materials and bulk waste Type 13 materials from residential sources.
- B**) COMBINED: One (1) day **every other week** collection of single-stream recyclable materials and bulk waste Type 13 materials from residential sources.
- C**) COMBINED: One (1) day **per week** collection of single-stream recyclable materials and one (1) day **per month** collection of bulk waste Type 13 materials residential sources.
- D**) COMBINED: One (1) day **every other week** collection of single-stream recyclable materials and **one (1) day per month** collection of bulk waste Type 13 materials residential sources.
- E**) COMBINED: One (1) day **per week** collection of single-stream recyclable materials and **two (2) times per year (Semi-Annual)** collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per bulk solid waste Type 13 collection.
- F**) COMBINED: One (1) day **every other week** collection of single-stream recyclable materials and **two (2) times per year (Semi-Annual)** collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per bulk solid waste Type 13 collection.

INDEX

	<u>Page</u>
DOCUMENT SUBMISSION CHECKLIST	1
ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS	4
1. <u>INSTRUCTIONS TO BIDDERS</u>	
1.1 The Bid	5
1.2 Changes to the Bid Specifications	5
1.3 Bid Opening	5
1.4 Documents to Be Submitted	5
2. <u>GENERAL DEFINITIONS</u>	6
3. <u>BID PROPOSAL SUBMISSION REQUIREMENTS</u>	
3.1 Bid Proposal	8
3.2 Bid Guarantee	8
3.3 Exceptions to the Bid Specifications	9
3.4 “Brand Name or Equivalent”	9
3.5 Compliance	9
3.6 Conflict of Interest and Non-Collusion	9
3.7 Consent of Surety	10
3.8 No Assignment of Bid; Assignment of Contract	10
4. <u>AWARD OF CONTRACT</u>	
4.1 General	10
4.2 Notice of Award and Execution of Contract	10
4.3 Responsible Bidder	11
4.4 Performance Bond	11
4.5 Affirmative Action Requirements	11
4.6 Vehicle Dedication Affidavit	11
4.7 Error in Price Calculation	11
4.8 Employee Wage Reporting	12
5. <u>WORK SPECIFICATIONS APPLICABLE TO ALL CONTRACTS</u>	
5.1 Service Options	12
5.2 Collection Territory	13
5.3 Collection Frequency	13
5.4 Containers	13

5.5	Collection Schedule	13
5.6	Solid Waste Disposal	14
5.7	Vehicles and Equipment	14
5.8	Names on Vehicles	15
5.9	Telephone Facilities and Equipment	15
5.10	Failure to Collect	15
5.11	Complaints	15
5.12	Solicitation of Gratuities	16
5.13	Invoice and Payment Procedure	16
5.14	Competence of Employees	17
5.15	Supervision of Employees	17
5.16	Insurance Requirements	17
5.17	Certificates	18
5.18	Indemnification	18
5.19	Liquidated Damages	18

6. BIDDING DOCUMENTS

6.1	Bidding Documents Checklist	19
6.2	Certificate of Public Convenience and Necessity/A-901 Approval Letter	20
6.3	Statement of Bidder's Qualifications, Experience, and Financial Ability Questionnaire	21
6.4	Bid Guaranty	27
6.5	Stockholder Statement of Ownership	28
6.6	Non-Collusion Affidavit	30
6.7	Consent of Surety Surety Disclosure Statement and Certification	31
6.8	Proposal	35
6.8.1	Proposal Option Forms	36

7. CONTRACT DOCUMENTS

7.1	Contract	55
	New Jersey Anti-Discrimination Form	61
	Performance Bond	62
7.2	[Reserved]	64
7.3	Vehicle Dedication Affidavit	65
7.4	[Reserved]	66
7.5	Affirmative Action Affidavit	67

GENERAL INFORMATION FOR ALL BIDDERS

(1)	Properties to Be Served	68
(2)	Borough Streets and Roads	68

(3)	Use of Estimates of New Streets in the Bid Forms	69
(4)	Effect of Present or Future Vacancies of Buildings: Effect of New Dwellings on Existing Streets	69
(5)	Collection Schedules	70
(6)	Other Details Regarding Services to Be Performed	70
	List of Streets and Roads within Mendham Borough	71

WORK SPECIFICATIONS FOR COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS AND BULK SOLID WASTE (TYPE 13)

A.	Definitions Applicable to Contract	73
B.	Schedule of Collection Days	74
C.	Resident's Familiarity with Collection	74
D.	Performance of Work by Contractor: Collection, Transportation and Disposal of Recyclable Materials and Bulk Solid Waste (Type 13)	75
E.	Recovery of CFCs from "White Goods"	75
F.	Services Covered by Lump Sum Bid: Additional Compensation for New Streets to Be Served	76
G.	Renegotiation of Contract Price	76
H.	General	77
	Bid Form	78
	BIDDER'S AFFIDAVIT	79
	DISCLOSURE OF INVESTMENT ACTIVITIES IRAN	80
	AMERICANS WITH DISABILITIES ACT	84
	NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS	84
	CERTIFICATION OF BIDDER'S STATUS ON THE STATE TREASURER'S LIST OF DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS	85

DOCUMENT SUBMISSION CHECKLIST

PART I

Items Mandatory for Bid

The bidder shall submit, with the bid, the following items mandatory for bid. In order to be considered an adequate submission, each item must meet the requirements of the relevant statute and in the case of execution of the contract documents, must be legally binding on the bidder.

By initialing the entries herein, the bidder indicates that the required items have been included with the bid as required.

Initials	Items	Mandatory for Bid
	A guarantee to accompany the bid pursuant to Section 21 of P.L. 1971, c.198 (N.J.S.A. 40A:11-21), duly executed on behalf of principal and surety.	X
	A certificate from a surety company pursuant to Section 22 of P.L. 1971, c. 198 (N.J.S.A. 40A:11-22)	X
	A statement of corporate ownership pursuant to Section 1 of P.L. 1977, c. 33 (N.J.S.A. 52:25-24.2)	X
	A listing of subcontractors pursuant to Section 16 of P.L. 1971, c. 198, last amended by P.L. 1977, c. 408 (N.J.S.A. 40A:11-16)	X
	A document provided by the Owner for the bidder to acknowledge the bidder's receipt of any notices, revisions or addenda to the advertisement or bid documents pursuant to P.L. 1999, c. 39 (N.J.S.A. 40A:11-23.1)	X
	Proposal legally executed on behalf of the bidder	X
	Non-Collusion Affidavit is correctly filled out, signed on behalf of the bidder and notarized (N.J.S.A. 52:34-15)	X
	Bidder's Certificate (regarding Discrimination and Affirmative Action) completed	X
	Certificate(s) of Registration under the Public Works Contractor Registration Act (where applicable) (N.J.S.A. 34:11-56.48) for bidder and subcontractors of any tier	X
	Bidder has executed the Part I Certification below	X
	Certified photocopy of Bidder's Certificate of Public Convenience and Necessity and an approved letter issued in conformance with N.J.S.A. 13:1E-126	X
	A completed Questionnaire setting forth experience and qualifications	X

Part I
Certification

I hereby certify that I have enclosed with the bid each of the items initialed above. NOTE: This Part I of the Document Submission Checklist shall be initialed and signed as instructed above and shall be submitted with the bid.

Authorized Signature by or on Behalf of Bidder
(Signature Pertains to Part I Only)

PART II

ITEMS DISCRETIONARY FOR BID BUT MANDATORY FOR AWARD

The Bidder is directed to submit the following items with the bid. The failure of the bidder to provide any of these items in proper form by the time set for award may result in the rejection of the bid.

Initials	Items	Mandatory for Award
	Prices in words and numbers inserted for each bid item in bid	X
	Total price bid inserted in bid in words and numbers	X
	Details of bid security inserted in bid pages	X
	Signature of bidder on bid is witnessed	X
	Names of signers and witnesses are typed or printed below signatures	X
	For corporate bidders, corporate seal is affixed to signature page of bid	X
	Corporate acknowledgement on certificate of surety and evidence of authority of the signer is attached to certificate of surety (N.J.S.A. 40A:11-22)	X
	Certification of bidder's status on state treasurer's list has been completed and submitted	X
	Equipment certification is completed (N.J.S.A. 40A:11-20)	X
	Duly acknowledged powers of attorney are attached to bid pages for bids signed by attorney-in-fact	X
	For corporate bidders, corporate resolution authorizing the bid is attached to bid pages	X
	For joint venture bidders, separate ownership disclosure statements are included in the bid pages for each member (N.J.S.A. 52:25-24.2)	X
	A tabulation of other work now under contract, giving location, type, size, total cost, required date of completion and the percentage of completion (to the date of this bid) of each job	X
	Evidence of bidder's compliance with all legal requirements for the bidder to bid and to enter into the contract (e.g. plumbing Contractor compliance with N.J.S.A. 45:15C-12.3(b), electrical compliance with N.J.S.A. 45:5A-9, etc.)	X

	Evidence, in the case of a corporation organized under the laws of any other state, that the bidder has been issued a certificate of authority to transact business in this state.	X
	Evidence, in the case of a partnership, as to whether the partnership is general or limited and identifying the names and addresses of all partners and indicating whether they are general or limited partners	X
	Evidence, in the case of a joint venture bidder, as to the parties to the joint venture, a statement of the individual responsibilities of each party to the joint venture agreement and such other information as may be pertinent to each of the joint venturers' responsibility to fulfill the obligations of the contract. All information and certification required in the contract documents shall be separately stated for each member of the joint venture	X
	A statement of the largest amount of similar work which the bidder has done in any one year (state the year). Describe experience with similar projects over the last five (5) years. State and describe the projects of equal or greater value during the last five (5) years	X
	At least one (1) bank reference	X
	At least two (2) credit references	X
	Such additional information as may be required to establish that the bidder is responsible and is adequately prepared to fulfill the requirements of the contract	X
	Business Registration Certificate(s) to comply with the provisions of P.L. 2004, c. 57 (N.J.S.A. 52:32-44) for bidder and subcontractor of any tier	X
	Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-55)	X

Part II

Certification

I hereby certify that I have enclosed with the bid each of the items initialed above.

NOTE: Part II of the Documents Submission Checklist shall be initialed and signed as instructed above and shall be submitted with the bid.

Authorized Signature by or in Behalf of Bidder
(Signature Pertains to Part II Only)

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM
This document must be included in proposal even if no addenda were received.

Borough of Mendham

Collection and Disposal of Recyclable Materials and
Bulk Solid Waste (type 13)

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick- up, etc.)	Date Received

Acknowledgement by bidder:

Name of
Bidder: _____

By Authorized Representative:

Signature: _____
Printed Name and
Title: _____ Date: _____

**BOROUGH OF MENDHAM
UNIFORM BID SPECIFICATIONS
RECYCLABLE MATERIALS AND
BULK SOLID WASTE (TYPE 13) COLLECTION SERVICE**

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Mendham, in the County of Morris (hereinafter the “Borough”) is soliciting bid proposals from solid waste collectors interested in providing recyclable materials and bulk solid waste (Type 13) collection and disposal services to commence on February 1, 2026, in accordance with the terms of the Bid Specifications and N.J.A.C. 7:26H-6 *et seq.* The Borough of Mendham reserves the right to extend the contract upon agreement between the Borough and Contractor in accordance with N.J.S.A. 40A:11-15.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or the bid documents relating to bids will, no later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the date for the acceptance of bids, be published in the Daily Record and in the Newark Star Ledger.

1.3 BID OPENING

All Bid Proposals will be publicly opened and read by the Borough Clerk, or designee, on Friday, December 19, 2025 at 11:00 a.m. at the Phoenix House, 2 West Main Street, Mendham, New Jersey 07945. Bids must be delivered by hand or by mail to the Borough Clerk no later than Friday, December 19, 2025 at 11:00 a.m. All Bid Proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal, and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 DOCUMENTS TO BE SUBMITTED

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

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;
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 bid proposal, not to exceed \$20,000; payable to the “Borough of Mendham”;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety;

7. Bid Proposal; and
8. Listing of subcontractors,
9. Acknowledgement of Addenda
10. Bidder's certificate regarding discrimination and Affirmative Action; and
11. Executed Document Submission Checklist

All of the foregoing shall be submitted in accordance with the instructions hereafter 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. GENERAL DEFINITIONS

“Bid Proposal” means all documents, bid forms, affidavits, certificates, and 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 Borough of Mendham, in the County of Morris, assuring that the successful bidder will enter into the 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 trash 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 Borough of Mendham, County of Morris, and shall include the bid proposal and the bid specifications.

“Contract Administrator” is the person authorized by the Borough of Mendham, County of Morris, to administer contracts for solid waste collection services.

“Contracting Unit” means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operations in whole or in part, within the territorial boundaries of any county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any

materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

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

“Designated collected recyclable material” means used cartons, metal cans, clean aluminum foil, pie plates & trays, #1, #2, #4, #5, #7 plastic food & beverage containers (bottle & non-bottle packaging), phone books, newspapers, brochures & inserts, corrugated cardboard & paper bags, paperboard boxes (cereal, pasta & tissue), cardboard beverage carriers, file folders & office paper, junk mail, catalogs & magazines, glass bottles & jars, loose metal jar lids & steel bottle caps, paper towel rolls and paperback books, as further indicated in Attachment #3, , and as defined in the Code of the Borough of Mendham, County of Morris, § 183-2, and any other material which is industry wide recognized as household recyclable materials.

“Designated collected solid waste” means solid waste type 13 consisting of trash generated by dwellings, dwelling units and the Public Works Yard within the Borough. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, electronic waste (TV’s, Computers, Monitors), 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 the use by the Borough of Mendham. The disposal facility presently so designated is the Morris County Transfer Station, Gold Mine Road, Flanders, NJ (Mt. Olive Township), 973-347-8106.

“Governing Body” means the governing body of the Borough of Mendham, County of Morris, 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 Designated Disposal Facility is closed and includes at least New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

“Legal newspaper” means the Daily Record of Morris County and the Newark Star Ledger.

“Proposal forms” means 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 entire Borough which is shown upon the map of streets and roads in the Borough, which map is incorporated in these Contract Documents.

“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 Mendham, County of Morris 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 Council 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 bid; provided, however, the Borough shall not award the contract based on the bid price for separate options.

E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2 BID GUARANTEE

A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the "Borough of Mendham" in the amount of ten percent (10%) of the 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 Mendham. If a Bid Bond is submitted,

proposal must include a Power of Attorney, Surety Financial Statement, Surety Disclosure Statement & Certification, notarized acknowledgements for surety and business entity.

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 Mendham, County of Morris.

3.4. “BRAND NAME OR EQUIVALENT”

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may provide an equivalent product, subject to the approval of the Borough of Mendham, County of Morris.

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, for 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 CONSENT OF SURETY:

Each bid must be accompanied by a Consent of Surety furnished by a surety company authorized to do business in the State of New Jersey to the effect that a performance bond in the form annexed hereto will be furnished to the Borough of Mendham in the amount required by Section 4.4 based upon the Bid Proposal submitted in the event of a Contract award to the bidder. The proposal must include a Power of Attorney, Surety Financial Statement, Surety Disclosure Statement & Certification, and notarized acknowledgments for surety and bidder.

3.8 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 governing body of the Borough of Mendham, County of Morris, 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 Governing Body of the Borough of Mendham, County of Morris, shall award the Contract or reject all bids within the time specified in the invitation to bid, but in no case more than sixty (60) calendar days, except that the bids of any bidders who consent thereto may, at the request of the Borough, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough's decision in writing, by certified mail.

B. The Borough of Mendham reserves the right to award any of the contract options to one bidder or to multiple bidders if appropriate.

C. The Governing Body of the Borough of Mendham, County of Morris, 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 rejects all bids, the Borough shall publish notice of re-bid no later than ten (10) days, Saturdays, Sundays and holidays excepted, prior to the date for the acceptance of bids.

D. The Borough of Mendham reserves the right to extend the contract upon agreement between the Borough and the contractor in accordance with N.J.S.A. 40A:11-15.

4.2 NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen (14) calendar days of the award of the contract, the Borough shall notify the successful bidder in writing at the address set forth in the Bid Proposal and 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 to declare the Contractor non-responsive and to award the Contract to the next lowest bidder.

4.3 RESPONSIBLE BIDDER

The Borough of Mendham, County of Morris, 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. The successful bidder shall provide a performance bond equal to one year of the services being bid upon (recyclable materials collection, bulk solid waste (Type 13) or combined) issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond to the Borough Administrator prior to or concurrently with the delivery of the executed contract.

B. Failure to provide the performance bond specified by the Borough of Mendham, County of Morris shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Borough may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.

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.

4.6 VEHICLE DEDICATION AFFIDAVIT

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

4.7 ERROR IN PRICE CALCULATION

Any discrepancy in a Bid Proposal 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

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 Governing Body of the Borough of Mendham shall not award a Contract until all tabulations are complete.

4.8 EMPLOYEE WAGE REPORTING

The subcontractor 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 and transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract.

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 this 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 Mendham 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 Mendham 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. This certification shall be submitted to the Borough of Mendham, 2 West Main Street, Mendham, NJ 07945.

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

5. WORK SPECIFICATIONS APPLICABLE TO ALL CONTRACTS

5.1 SERVICE OPTIONS

The Contractor shall provide collection service as awarded by the Borough of Mendham for the contract period commencing on February 1, 2026.

5.2 COLLECTION TERRITORY

The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Borough of Mendham, as described below.

A. Borough Streets and Roads:

Pages 86 and 87 provided a list of existing streets and roads (including State, County, municipal and private streets and roads) in the Borough. The total mileage of these streets and roads is approximately 34 miles.

The Contractor will be required to make collections only from those portions of streets and roads which lie within the Borough. In the case of a street or road which is coincident with a municipal boundary, the Contractor will be required to make collections only from the side of the street or road which lies within the Borough.

Single-family dwellings and two-family dwellings which are or may be located on all streets and roads listed on Pages 86 and 87 are subject to service by the Contractor pursuant to any Contract awarded.

B. Municipal Facilities Collection:

At the same frequency at which the residential recyclable materials and bulk solid waste (Type 13) shall be collected and disposed, the Public Works Yard designated in the General Information portion of this section below shall also be included in the Contract for recyclable materials and bulk solid waste (Type 13) collection and disposal.

5.3 COLLECTION FREQUENCY:

Contractor Collection frequency shall be determined by the option awarded by the Borough of Mendham as set forth in detail in the Notice to Bidders and the Proposal Forms.

5.4 CONTAINERS

As applicable in accordance with the option awarded by the Borough of Mendham.

5.5 COLLECTION SCHEDULE

A. Upon award of the contract for recyclable materials and bulk solid waste (Type 13) collection the successful bidder shall meet with the Borough Administrator to establish a schedule of collections which is satisfactory to both the Contractor and the Borough and which shall remain in force for the entire length of the Contract.

It is the intention of the Borough to award a contract for recyclable materials and bulk solid waste (Type 13) collection on a schedule which provides for same day pickup for the collection frequency stipulated whenever possible.

In the event that a day scheduled for the regular collection of recyclable materials and/or bulk solid waste (Type 13) falls on a holiday, and therefore no collection will be made on that day, the Contractor shall endeavor to make the collection on the next day (Saturdays and Sundays excluded) following the holiday, but no later than the next regularly scheduled collection day.

Service by any Contractor shall commence with the first day scheduled for collection on and after February 1, 2026.

5.6 SOLID WASTE DISPOSAL

A. All solid waste collected within the Borough of Mendham shall be disposed of in accordance with the Morris County Solid Waste Management Plan. At the present time all waste collected pursuant to the terms of the contract shall be disposed of at the Morris County Transfer Station, Gold Mine Road, Flanders, NJ. Due to imminent changes in waste flow regulations, other facilities may become eligible to serve as an authorized Disposal Facility for the Borough of Mendham. All solid waste collected pursuant to the terms of the contract shall be disposed of by the hauler at an approved disposal site or center operating in accordance with NJDEP regulations or at such other sites as may be legally approved.

B. The Borough of Mendham reserves the right to designate another disposal facility in accordance with Morris County Solid Waste Management Plan and/or any waste flow or recycling orders which may be issued by any State Agencies which have jurisdiction or in the event that the designated Disposal Facility is unable to accept waste. If the Borough designates another facility, the Borough of Mendham will assume all additional costs for mileage or fees paid to the disposal facility. In the event there is a change in the disposal facility and there is a lesser cost due to the location or disposal fees, the Contractor shall be required to reduce the costs under the contract by the amount equal to such savings.

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 compact, completely enclosed and watertight. Subject to the prior approval of the Borough 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 Borough Administrator shall have the right to inspect all vehicles at any time during the term of the Contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of the vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.

D. The Borough 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 Borough 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 with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.

B. Telephone service shall be maintained on all collection days between the hours of 9:00 a.m. and 5:00 p.m. The Borough shall list the Contractor's telephone number on the Borough's website along with other listings for the Borough.

5.10 FAILURE TO COLLECT

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

5.11 COMPLAINTS

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Borough 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 Administrator.

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

5.12 SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the Contract.

5.13 INVOICE AND PAYMENT PROCEDURE:

A. The Contractor shall submit all invoices for collection and disposal services in accordance with the requirements of this Section.

1. Within thirty (30) calendar days after the end of each calendar month during the term of the Contract during which the Contractor provided services as provided in the Contract Documents, the Contractor will submit an invoice to the Borough 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 for reimbursement.

B. The Borough shall pay all invoices within 30 days of receipt. The Borough will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough 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 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 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 to 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 will pay the costs of disposal, the disposal facility shall bill the Borough 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 Administrator shall notify the Contractor and specify how the employee is incompetent or disorderly and the Contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the Contract must possess a valid New Jersey driver's license for the type of vehicle operated.

5.15 SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Borough 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 Borough 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 the Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17.

The Contractor's insurance shall name the Borough as an Additional Named Insured indemnifying the Borough with respect to the Contractor's actions pursuant to the Contract.

5.17 CERTIFICATES

Upon notification by the Borough after the award of Contract, the lowest responsible bidder shall supply to the Borough Administrator, within five (5) 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 Mendham, County of Morris, from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

5.19 LIQUIDATED DAMAGES

The orderly and proper collection of recyclable materials and bulk solid waste (Type 13) is of importance to the Borough and its residents. Inasmuch as it is difficult to calculate the actual damage resulting to the Borough and its residents from failure to comply with the Contract requirements, the following liquidated damages, to be deducted from monthly payments otherwise due to the Contractor, may be invoked by the Borough Administrator in the event of failures of the Contractor to comply with requirements of the Contract:

Failure to complete any collection work by or before 5:00 p.m., prevailing time, on the particular day scheduled for collection, or by any extension of such time period as may be granted by the Borough Administrator - \$300.00 for the first calendar day and \$500.00 for each calendar day subsequent to the completion time or extended completion time that the work under the Contract remains uncompleted.

Failure to pick up recyclable materials and/or bulk solid waste (Type 13) from a particular property which is properly placed at curbside at the time specified for collection - \$25.00 per location.

Failure to clean up materials spilled by the Contractor - \$25.00 per occasion.

Failure to comply with requirements for placing a resident's empty containers in an upright position - \$10.00 per container.

Failure to enforce the Contract provision that no employee or agent of the Contractor shall solicit gratuities of any kind for services performed pursuant to the Contract - \$25.00 per occasion.

Failure to comply with any other term or condition of the applicable Specifications or Contract Documents - \$25.00 per occasion or per day.

The foregoing shall not be considered as being in lieu of any other remedies which the Borough may have for failure of the Contractor to undertake, carry on and complete its work in accordance with the applicable Specifications and Contract Documents.

6. BIDDING DOCUMENTS

6.1. BIDDING DOCUMENTS CHECKLIST

Attach copy of completed and executed Document Submission Checklist located on pages 1-3.

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 } COLLECTION AND DISPOSAL OF
 } RECYCLABLE MATERIALS AND
 BULK SOLID WASTE (TYPE 13)

I, _____, am the _____ of the
[Name] [Title]

_____, 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 Borough Council to award to _____ the contract for recyclable materials and bulk solid waste (Type 13)collection services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the Borough of Mendham, County of Morris 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 Mendham 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 Mendham 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 Mendham with any information necessary to verify the answers given.

*Signature page to follow

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to me before this
____ day of _____, 2025.

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 [with] as part of the Bid Proposal for solid waste collection and disposal for the Borough of Mendham, County of Morris. 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 Mendham, County of Morris, 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 Mendham, County of Morris 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. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidder's assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.

14. Additional remarks.

6.4. BID GUARANTY

BID BOND AS BID GUARANTEE

KNOW ALL MEN BY THESE PRESENTS that for value received we, the undersigned,

as Principal, and _____
as Surety, are held and firmly bound unto the BOROUGH OF MENDHAM, IN THE COUNTY
OF MORRIS, NEW JERSEY, in the penal sum of

DOLLARS,

(\$ _____) [the penal sum shall be calculated in accordance with the provisions of
Section 3.2 of the Instructions to Bidders but not more than \$20,000], lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted
to the BOROUGH OF MENDHAM, IN THE COUNTY OF MORRIS, the accompanying Bid or
Bids, if a Contract for which any aforesaid accompanying Bid is submitted shall be awarded to the
Principal and the Principal shall execute a Contract with the BOROUGH OF MENDHAM and
furnish a Performance Bond as required, then the within obligation shall be void and of no effect,
otherwise to remain in full force and virtue, in which event the Principal and/or Surety shall pay
to the BOROUGH OF MENDHAM the lesser of the following: (1) the penal sum of this bid
guarantee or (2) the difference between the amount specified in the Principal's Bid which was
accepted by the BOROUGH OF MENDHAM and the amount which the BOROUGH OF
MENDHAM may be obligated to pay to the person to whom said Contract may afterwards be
awarded.

IN WITNESS WHEREOF, the above bounded parties have executed this Instrument under their
respective seals this _____ day of _____, 2025, the name and corporate seal of
each corporate party being hereto affixed and these presents duly signed by its undersigned
representative pursuant to proper authority.

Attest:

_____ (SEAL)

(Principal)

_____ (SEAL)

(Surety)

6.5. STOCKHOLDER STATEMENT OF OWNERSHIP

STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK OR INTEREST IN THE BIDDER'S BUSINESS ENTITY

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Borough, a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partners, exceeding 10% ownership criteria established in this act has been listed. This form shall be submitted with the bid whether or not a stockholder or partners owns less than 10% of the business submitting the bid.

Date: _____

LEGAL NAME OF BIDDER: _____

Check which business entity the bidder is:

Corporation _____

Complete if the bidder is one of the 3 types of Corporations:

Limited Liability Corporation _____

Date Incorporated: _____

Subchapter S Corporation _____

Where Incorporated: _____

Partnership _____

Limited Partnership _____

NOTE: If no stockholder or partner owns 10% or more of the business submitting, please sign and date this form.

Limited Liability Partnership _____

Sole Proprietorship _____

SIGNATURE _____

DATE

BUSINESS ADDRESS:

Street Address	City	State	Zip
----------------	------	-------	-----

Telephone #	Fax #
-------------	-------

Listed below are the names and addresses of all stockholders or individuals who own ten percent (10%) or more of its stock of any classes, or who own ten percent (10%) or greater interest therein.

Name	Address
------	---------

Name	Address
------	---------

Name	Address
------	---------

6.6. NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

}

COUNTY OF

}

SS: COLLECTION AND DISPOSAL
OF RECYCLABLE MATERIALS
AND BULK SOLID WASTE (TYPE
13)

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 Proposal for the above named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project. _____ All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Mendham 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 Firm or Individual

Title

Signature

Date

Subscribed and sworn to me before this _____ day of _____, 2025.

Notary Public of _____

My Commission expires _____, 20____.

6.7. CONSENT OF SURETY

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

a corporation organized and existing under the laws of the State of _____
and authorized to do business in the State of New Jersey, do hereby consent and agree with
the Borough of Mendham that if the foregoing proposal of

hereinafter called the Contractor, for

_____ be accepted, and a Contract for said work be awarded to said
Contractor, we will, upon its being so awarded, become Surety for said Contractor and agree
to be bound with said Contractor upon the terms and conditions set forth in the Proposal and
Specifications and shall provide security through the issuance of Performance and Payment
Bonds in amounts equal to one hundred percent (100%) of the Contract price and to be
conditioned so as to indemnify the Borough of Mendham against loss due to the failure of the
Contractor to fulfill the obligations and requirements of said Contract.

IN WITNESS WHEREOF, the undersigned Corporation has caused this Agreement
to be signed by its duly authorized representative and its corporate seal to be affixed hereto.

Signed, Sealed and Dated this _____ day of _____, 2025.

BY: _____
Attorney-in-fact

NOTE: PLEASE EXECUTE THIS CONSENT OF SURETY FORM.

Consent of Surety must be accompanied by (a) appropriate acknowledgments of the
respective parties (b) appropriate duly certified copy of Power of Attorney or other certificate
of authority where Consent of Surety is executed by agent, officer, or other representative of
Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under
which Power of Attorney or other certificate of authority of its agent, officer or representative
was issued and (d) duly certified copy of latest Published financial statement of assets and
liabilities of Surety.

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

_____, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of the State, of the surety participating in the issuance of the attached bond is in the following amount as of the calendar year ended December 31, _____ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accountants that shall have certified those amounts):

(3)(a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

(4) The amount of the bond to which this statement and certification is attached is:

\$ _____

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participating in the contract is as follows:

and,

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (c.17:51B-1 *et seq.*) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent or attorney-in-fact for each surety on the bond)

I, _____, as _____ for _____ (Surety), an insurance company domiciled in the State of _____, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

(Signature)

(Printed Name)

(Title)

(Date)

6.8. PROPOSAL

Proposal for Recyclable Materials and Bulk Solid Waste (Type 13) Collection commencing on February 1, 2026:

I or We _____

of _____

_____ [COMPLETE ADDRESS]

_____ [CITY, STATE, ZIP]

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

Affix seal if

Signature a corporation.

Title

6.8.1. Proposal Option Forms

All terms to be completed for each option being bid by bidder.

RECYCLABLE MATERIALS SINGAL STREAM COLLECTION

OPTION 1 - RECYCLABLE MATERIALS SINGLE STREAM COLLECTION - ONE (1) YEAR CONTRACT

The undersigned will contract to do all work and furnish all the materials, labor and equipment necessary to carry out the intent of these specifications to provide collection of recyclables materials from residential sources for a **one-year period** commencing on February 1, 2026, and terminating on January 31, 2027.

A) One (1) day **per week** curbside collection of single-stream recyclable materials from residential sources. Tipping Fee included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)

B) One (1) day **every other week** curbside collection of single-stream recyclable materials from residential sources. Tipping Fee included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)

OPTION 2 - THREE (3) YEAR CONTRACT - RECYCLABLE MATERIALS SINGLE STREAM COLLECTION

A) One (1) day **per week** curbside collection of single-stream recyclable materials from residential sources. Tipping Fees included.

Lump Sum	
\$	(lump sum in numbers) (lump sum in words)
2026	
\$	(bid price in numbers) (bid price in words)
2027	
\$	(bid price in numbers) (bid price in words)
2028	
\$	(bid price in numbers) (bid price in words)

B) One (1) day **every other week** curbside collection of single-stream recyclable materials from residential sources. Tipping Fees included.

Lump Sum	
\$	(lump sum in numbers) (lump sum in words)
2026	
\$	(bid price in numbers) (bid price in words)
2027	
\$	(bid price in numbers) (bid price in words)
2028	
\$	(bid price in numbers) (bid price in words)

OPTION 3 - FIVE (5) YEAR CONTRACT - RECYCLABLE MATERIALS **SINGLE STREAM COLLECTION**

A) One (1) day **per week** curbside collection of single-stream recyclable materials from residential sources. Tipping Fees included.

Lump Sum	
\$	(lump sum in numbers) (lump sum in words)
2026	
\$	(bid price in numbers) (bid price in words)
2027	
\$	(bid price in numbers) (bid price in words)
2028	
\$	(bid price in numbers) (bid price in words)
2029	
\$	(bid price in numbers) (bid price in words)
2030	
\$	(bid price in numbers) (bid price in words)

B) One (1) day **every other week** curbside collection of single-stream recyclable materials from residential sources. Tipping Fees included.

Lump Sum	
\$	(lump sum in numbers) (lump sum in words)
2026	
\$	(bid price in numbers) (bid price in words)
2027	
\$	(bid price in numbers) (bid price in words)
2028	
\$	(bid price in numbers) (bid price in words)
2029	
\$	(bid price in numbers) (bid price in words)
2030	
\$	(bid price in numbers) (bid price in words)

BULK SOLID WASTE TYPE 13 COLLECTION

OPTION 1 - ONE (1) YEAR CONTRACT- BULK SOLID WASTE TYPE 13 COLLECTION

The undersigned will contract to do all work and furnish all the materials, labor and equipment necessary to carry out the intent of these specifications to provide collection of bulk solid waste (Type 13) from residential sources for a **one-year period** commencing **on February 1, 2026, and terminating on January 31, 2027.**

A) One (1) day per week collection of curbside bulk waste Type 13 from residential sources. Tipping Fees included.

Lump Sum	
\$	(lump sum in numbers) (lump sum in words)
2026	
\$	(bid price in numbers) (bid price in words)

B) One (1) day every other week collection of curbside bulk waste Type 13 from residential sources. Tipping Fees included.

Lump Sum	
\$	(lump sum in numbers) (lump sum in words)
2026	
\$	(bid price in numbers) (bid price in words)

C) One (1) day per month collection of curbside bulk waste Type 13 from residential sources.

Lump Sum	
\$	(lump sum in numbers) (lump sum in words)
2026	
\$	(bid price in numbers) (bid price in words)

D) Two (2) times per year (Semi-Annual) collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per collection.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)

OPTION 2 - THREE (3) YEAR CONTRACT - BULK SOLID WASTE TYPE 13 COLLECTION

The undersigned will contract to do all work and furnish all the materials, labor and equipment necessary to carry out the intent of these specifications to provide collection of bulk solid waste (Type 13) from residential sources for a **three-year period** commencing on **February 1, 2026 and terminating on January 31, 2029**.

A) One (1) day per week collection of curbside bulk waste Type 13 from residential sources. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)
2027	
\$	
(bid price in numbers)	(bid price in words)
2028	
\$	
(bid price in numbers)	(bid price in words)

B) One (1) day **every other week** collection of curbside bulk waste Type 13 from residential sources. Tipping fees included.

Lump Sum	
\$	(lump sum in numbers) (lump sum in words)
2026	
\$	(bid price in numbers) (bid price in words)
2027	
\$	(bid price in numbers) (bid price in words)
2028	
\$	(bid price in numbers) (bid price in words)

C) One (1) day **per month** collection of curbside bulk waste Type 13 from residential sources. Tipping fees included.

Lump Sum	
\$	(lump sum in numbers) (lump sum in words)
2026	
\$	(bid price in numbers) (bid price in words)
2027	
\$	(bid price in numbers) (bid price in words)
2028	
\$	(bid price in numbers) (bid price in words)

D) Two (2) times per year **(Semi-Annual)** collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per collection. Tipping fees included.

Lump Sum	
\$	(lump sum in numbers) (lump sum in words)
2026	
\$	(bid price in numbers) (bid price in words)
2027	
\$	(bid price in numbers) (bid price in words)
2028	
\$	(bid price in numbers) (bid price in words)

**OPTION 3 - FIVE (5) YEAR CONTRACT - BULK SOLID WASTE TYPE 13
COLLECTION**

A) One (1) day per week collection of curbside bulk waste Type 13 from residential sources.
Tipping fees included.

Lump Sum	
\$	(lump sum in numbers) (lump sum in words)
2026	
\$	(bid price in numbers) (bid price in words)
2027	
\$	(bid price in numbers) (bid price in words)
2028	
\$	(bid price in numbers) (bid price in words)
2029	
\$	(bid price in numbers) (bid price in words)
2030	
\$	(bid price in numbers) (bid price in words)

B) One (1) day every other week collection of curbside bulk waste Type 13 from residential sources. Tipping fees included.

Lump Sum	
\$	(lump sum in numbers) (lump sum in words)
2026	
\$	(bid price in numbers) (bid price in words)
2027	
\$	(bid price in numbers) (bid price in words)
2028	
\$	(bid price in numbers) (bid price in words)
2029	
\$	(bid price in numbers) (bid price in words)
2030	
\$	(bid price in numbers) (bid price in words)

C) One (1) day per month collection of curbside bulk waste Type 13 from residential sources.
Tipping fees included.

Lump Sum	
\$	(lump sum in numbers) (lump sum in words)
2026	
\$	(bid price in numbers) (bid price in words)
2027	
\$	(bid price in numbers) (bid price in words)
2028	
\$	(bid price in numbers) (bid price in words)
2029	
\$	(bid price in numbers) (bid price in words)
2030	
\$	(bid price in numbers) (bid price in words)

D) Two (2) times per year (Semi-Annual) collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per collection. Tipping Fees included.

Lump Sum	
\$	(lump sum in numbers) (lump sum in words)
2026	
\$	(bid price in numbers) (bid price in words)
2027	
\$	(bid price in numbers) (bid price in words)
2028	
\$	(bid price in numbers) (bid price in words)
2029	
\$	(bid price in numbers) (bid price in words)
2030	
\$	(bid price in numbers) (bid price in words)

COMBINED RECYCLABLE MATERIALS SINGLE STREAM AND BULK SOLID WASTE TYPE 13 COLLECTION SERVICES

OPTION 1

ONE (1) YEAR CONTRACT- COMBINED RECYCLABLE MATERIALS SINGLE STREAM AND BULK SOLID WASTE TYPE 13 COLLECTION- RESIDENT PROVIDES OWN CONTAINER

The undersigned will contract to do all work and furnish all the materials, labor and equipment necessary to carry out the intent of these specifications to provide collection of recyclable materials and bulk waste (Type 13) from residential sources for a **one-year period commencing on February 1, 2026, and terminating on January 31, 2027**

A) COMBINED: One (1) day per week collection of single-stream recyclable materials and bulk waste Type 13 materials from residential sources. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)

B) COMBINED: One (1) day every other week collection of single-stream recyclable materials and bulk waste Type 13 materials from residential sources. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)

C) COMBINED: One (1) day per week collection of single-stream recyclable materials and **one (1) day per month** collection of bulk waste Type 13 materials residential sources. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)

D) COMBINED: One (1) day every other week collection of single-stream recyclable materials and **one (1) day per month** collection of bulk waste Type 13 materials residential sources. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)

E) COMBINED: One (1) day per week collection of single-stream recyclable materials and **two (2) times per year (Semi-Annual)** collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per bulk solid waste Type 13 collection. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)

F) COMBINED: One (1) day every other week collection of single-stream recyclable materials and **two (2) times per year (Semi-Annual)** collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per bulk solid waste Type 13 collection. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)

OPTION 2

THREE (3) YEAR CONTRACT - COMBINED RECYCLABLE MATERIALS SINGLE STREAM AND BULK SOLID WASTE TYPE 13 COLLECTION - RESIDENT PROVIDES OWN RECYCLING CONTAINER

The undersigned will contract to do all work and furnish all the materials, labor and equipment necessary to carry out the intent of these specifications to provide collection of recyclable materials and bulk waste (Type 13) from residential sources for a **three-year period commencing on February 1, 2026, and terminating on January 31, 2029.**

A) COMBINED: One (1) day per week collection of single-stream recyclable materials and bulk waste Type 13 materials from residential sources.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)
2027	
\$	
(bid price in numbers)	(bid price in words)
2028	
\$	
(bid price in numbers)	(bid price in words)

B) COMBINED: One (1) day every other week collection of single-stream recyclable materials and bulk waste Type 13 materials from residential sources. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)
2027	
\$	
(bid price in numbers)	(bid price in words)
2028	
\$	
(bid price in numbers)	(bid price in words)

C) COMBINED: One (1) day per week collection of single-stream recyclable materials and **one (1) day per month** collection of bulk waste Type 13 materials residential sources. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)
2027	
\$	
(bid price in numbers)	(bid price in words)
2028	
\$	
(bid price in numbers)	(bid price in words)

D) COMBINED: One (1) day every other week collection of single-stream recyclable materials and **one (1) day per month** collection of bulk waste Type 13 materials residential sources. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)
2027	
\$	
(bid price in numbers)	(bid price in words)
2028	
\$	
(bid price in numbers)	(bid price in words)

E) COMBINED: One (1) day per week collection of single-stream recyclable materials and **two (2) times per year (Semi-Annual)** collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per bulk solid waste Type 13 collection. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)
2027	
\$	
(bid price in numbers)	(bid price in words)
2028	
\$	
(bid price in numbers)	(bid price in words)

F) COMBINED: One (1) day every other week collection of single-stream recyclable materials and **two (2) times per year (Semi-Annual)** collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per bulk solid waste Type 13 collection. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)
2027	
\$	
(bid price in numbers)	(bid price in words)
2028	
\$	
(bid price in numbers)	(bid price in words)

OPTION 3

FIVE (5) YEAR CONTRACT- COMBINED RECYCLABLE MATERIALS SINGLE STREAM AND BULK SOLID WASTE TYPE 13 COLLECTION-RESIDENT PROVIDES OWN RECYCLING CONTAINER

The undersigned will contract to do all work and furnish all the materials, labor and equipment necessary to carry out the intent of these specifications to provide collection of recyclable materials and bulk waste (Type 13) from residential sources for a **five-year period commencing on February 1, 2026, and terminating on January 31, 2031**

A) COMBINED: One (1) day per week collection of single-stream recyclable materials and bulk waste Type 13 materials from residential sources. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)
2027	
\$	
(bid price in numbers)	(bid price in words)
2028	
\$	
(bid price in numbers)	(bid price in words)
2029	
\$	
(bid price in numbers)	(bid price in words)
2030	
\$	
(bid price in numbers)	(bid price in words)

B) COMBINED: **One (1) day every other week** collection of single-stream recyclable materials and bulk waste Type 13 materials from residential sources. Resident provides own container. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)
2027	
\$	
(bid price in numbers)	(bid price in words)
2028	
\$	
(bid price in numbers)	(bid price in words)
2029	
\$	
(bid price in numbers)	(bid price in words)
2030	
\$	
(bid price in numbers)	(bid price in words)

C) COMBINED: **One (1) day per week** collection of single-stream recyclable materials and **one (1) day per month** collection of bulk waste Type 13 materials residential sources. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)
2027	
\$	
(bid price in numbers)	(bid price in words)
2028	
\$	
(bid price in numbers)	(bid price in words)
2029	
\$	
(bid price in numbers)	(bid price in words)
2030	
\$	
(bid price in numbers)	(bid price in words)

D) COMBINED: One (1) day every other week collection of single-stream recyclable materials and **one (1) day per month** collection of bulk waste Type 13 materials residential sources. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)
2027	
\$	
(bid price in numbers)	(bid price in words)
2028	
\$	
(bid price in numbers)	(bid price in words)
2029	
\$	
(bid price in numbers)	(bid price in words)
2030	
\$	
(bid price in numbers)	(bid price in words)

E) COMBINED: One (1) day per week collection of single-stream recyclable materials and **two (2) times per year (Semi-Annual)** collection of curbside bulk waste Type 13 from residential sources. No limit on number of items per residence per bulk solid waste Type 13 collection. Tipping Fees included.

Lump Sum	
\$	
(lump sum in numbers)	(lump sum in words)
2026	
\$	
(bid price in numbers)	(bid price in words)
2027	
\$	
(bid price in numbers)	(bid price in words)
2028	
\$	
(bid price in numbers)	(bid price in words)
2029	
\$	
(bid price in numbers)	(bid price in words)
2030	
\$	
(bid price in numbers)	(bid price in words)

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7. CONTRACT DOCUMENTS

7.1. CONTRACT

BOROUGH OF MENDHAM
MORRIS COUNTY, NEW JERSEY

COLLECTION, TRANSPORTATION AND DISPOSAL OF RECYCLABLE MATERIALS AND BULK SOLID WASTE (TYPE 13)

CONTRACT

THIS AGREEMENT, made this _____ day of _____
in the year 202_____ between the BOROUGH OF MENDHAM, IN THE COUNTY OF
MORRIS, a municipal corporation of the State of New Jersey (hereinafter referred to as the
Borough) and _____
(hereinafter referred to as the Contractor).

WITNESSETH:

In consideration of the mutual covenants and obligations of the parties hereto and the
payments to be made by the Borough to the Contractor as hereinafter provided and the work
to be performed by the Contractor, the parties hereto hereby agree to and with each other as
follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and the following documents:

Instructions to Bidders
General Information for All Bidders
Work Specifications for Contract
Bid Proposal submitted by the Contractor including all required accompanying

Documents State Regulations entitled "Uniform Bid Specifications for Municipal Solid Waste Collection Contracts," N.J.A.C. 7:26H-6.1 et seq., incorporated herein

ARTICLE II

PERFORMANCE OF WORK

The Contractor shall provide all of the labor, materials and equipment and perform all of the work required for the performance of the Contract in accordance with the Contract Documents.

ARTICLE III

AFFIRMATIVE ACTION

The Contractor shall comply with the requirements of Chapter 127 of the Laws of New Jersey of 1975, N.J.S.A. 10:5-31 and following, and N.J.A.C. 17:27 regarding an affirmative action program for employment opportunity, all as set forth in the Contract Documents, including Appendix A to this Contract.

ARTICLE IV

COMPENSATION FOR PERFORMANCE OF WORK

The lump sum base amount due the Contractor for the performance of all work

under this Contract is _____

(\$ _____), subject to adjustments in accordance with all of the provisions of the Contract Documents.

Paragraphs F and G of the Work Specifications for the Collection and Disposal of Trash, which are a part of the Contract Documents incorporated in this Contract, provide for an adjustment of the compensation due the Contractor under certain circumstances including but not limited to waste disposal cost increases or decreases resulting from (a) compliance with an order issued by the NJDEP directing the solid waste to be disposed of at a facility other than the facility previously utilized by the Contractor, or (b) lawful increases or

decreases in the rates, fees or charges imposed on the disposal of solid waste at the facility utilized by the Contractor.

ARTICLE V

PAYMENTS TO THE CONTRACTOR

The Borough shall pay the Contractor monthly for the performance of the work such amounts as shall be calculated to be due to the Contractor, all in accordance with the Contract Documents.

ARTICLE VI

TERM OF CONTRACT

The term of this Contract shall commence on February 1, 2026 and, unless otherwise terminated in accordance with provisions of the Contract Documents, shall terminate on January 31, 20____, during which period the Contractor shall perform all of the services required in accordance with the Contract Documents.

ARTICLE VII

MISCELLANEOUS PROVISIONS

This Agreement, as set forth herein and in the Contract Documents, constitutes the entire agreement between the Borough and the Contractor, and its terms shall not be varied by any employee or agent of the Borough or the Contractor.

This Agreement shall be binding upon the heirs, administrators, successors of the parties hereto.

Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such

records shall be made available to the New Jersey Office of the State Comptroller upon request.

EXECUTION OF CONTRACT

IN WITNESS WHEREOF, the Borough and the Contractor have hereunto placed their hands and seals or caused these presents to be executed by their duly authorized officers and caused their corporate seals to be affixed hereto on the day and year first above written, in duplicate.

ATTEST:

BOROUGH OF MENDHAM, IN THE
COUNTY OF MORRIS

Lauren McBride, Acting Borough Clerk

By: _____
James Kelly, Mayor

{SEAL}

ATTEST:

By: _____

{SEAL}

(Title

(The Contract shall be acknowledged by the Contractor and the Borough)

CONTRACT APPENDIX A

AFFIRMATIVE ACTION PROVISIONS FOR PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

P.L. 1975, c. 127, N.J.S.A. 10:5-31 et seq.
And N.J.A.C. 17:27

AFFIRMATIVE ACTION LAW

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 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 afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-**

5.2 or good faith efforts to meet targeted county employment goals determined by 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 ensure that all personal 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, 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 subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we _____
_____, Principal, and _____
_____, Surety, are held and firmly bound unto the BOROUGH
OF MENDHAM, IN THE COUNTY OF MORRIS, a municipal corporation of the State of
New Jersey, as Obligee, in the penal sum of _____
(the annual value of the first year of the hereinafter mentioned Contract)

lawful money of the United States of America, to be paid to the BOROUGH OF
MENDHAM, IN THE COUNTY OF MORRIS, for which payment well and truly to be
made we hereby jointly and severally bind ourselves and our respective successors, heirs,
executors, administrators and assigns.

Signed this _____ day of _____, 2025.

The condition of this obligation is such that whereas the above-named Principal did
enter into a certain Contract with the BOROUGH OF MENDHAM, IN THE COUNTY OF
MORRIS, dated the _____ day of _____, 2025 and designated as

CONTRACT FOR COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS AND BULK SOLID WASTE (TYPE 13)

which said Contract is for a term of _____ commencing on February
1, 2026 and terminating on _____, and which said Contract is made a part hereof
as though fully set forth herein.

Now, if, with respect to the above-mentioned Contract from February 1, 2026
through _____, the above-named Principal shall well and faithfully do
and perform all the things agreed by the above-named Principal to be done and performed
under said Contract according to the terms, covenants and conditions thereof, all and
singular, and if the above-named Principal shall pay all lawful claims of subcontractors,
materialmen, laborers, persons, firms or corporations for labor performed or materials,
provisions, provender or other supplies of teams, fuels, oils, implements or machinery
furnished, used or consumed in the carrying forward, performing or completing of said
Contract, and if the above-named Principal shall satisfy any and all claims against the
BOROUGH OF MENDHAM, IN THE COUNTY OF MORRIS howsoever originating
under said Contract and shall fully indemnify and save harmless the BOROUGH OF
MENDHAM, IN THE COUNTY OF MORRIS from any and all cost, loss, damage and
expenses, including legal expenses which the BOROUGH OF MENDHAM, IN THE
COUNTY OF MORRIS may suffer by reason of the failure of said Principal to do any of

the foregoing, we agreeing and asserting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim as well as the BOROUGH OF MENDHAM, IN THE COUNTY OF MORRIS, as Obligee, then this obligation shall be void, otherwise the same shall remain in full 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 undersigned understand that this Performance Bond applies to the period of six and one-half months of the above-mentioned Contract For the duration of the selected contract period.

The said Surety hereby stipulates and agrees that no changes, alterations, modifications, omissions or additions in or to the terms of the said Contract, or in or to the plans or specifications therefor or any extension of time for the performance of any work covered thereby shall in any way affect the obligation of said Surety on this Bond, and the Surety does hereby waive notice of any and all such changes, alterations, modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefor and of any and all such extensions of time for the performance of any of the work covered thereby.

ATTEST:

Principal

By _____
Title

{SEAL}

Surety

By _____
Attorney-in-Fact

If the Contractor is a corporation, a principal executive officer must execute the Performance Bond.

If Contractor is a partnership, all general partners must execute the Performance Bond.

Execution shall be acknowledged by the Principal.

Authority of the Attorney-in-Fact for the Surety must be provided.

7.2. (Reserved)

7.3. VEHICLE DEDICATION AFFIDAVIT

VEHICLE DEDICATION AFFIDAVIT

STATE OF NEW JERSEY

}

COUNTY OF

SS: COLLECTION AND DISPOSAL
OF RECYCLABLE MATERIALS AND
BULK SOLID WASTE (TYPE 13)

I, _____, am the _____ of
[Name] [Title]

_____, 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 Council of the Borough of Mendham, County of Morris, rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit, for use only in the Borough of Mendham, 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 Mendham is not feasible, that the Borough of Mendham will not be responsible for disposal costs for waste generated outside the Borough of Mendham.

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 Mendham to damages arising therefrom.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to me before this
____ day of _____, 2025.

Notary Public of

My Commission expires _____, 20____.

7.4. (Reserved)

7.5. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF }

SS: COLLECTION AND DISPOSAL
OF RECYCLABLE MATERIALS AND
BULK SOLID WASTE (TYPE 13)

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 Proposal for the above named project, in the capacity of

_____, 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 or Individual

Title

Signature

Date

Subscribed and sworn to me before this
____ day of _____, 2025.

Notary Public of

My Commission expires _____, 20 ____.

GENERAL INFORMATION FOR ALL BIDDERS

(1) Properties to Be Served:

It is the intention of the Borough to make available to bidders all relevant information in the possession of the Borough which may be helpful to prospective bidders.

The Borough of Mendham, which consists of approximately 6 square miles, is developed almost entirely as a community of single-family residential dwellings and dwelling units. A small area along Main Street and Hilltop Road is zoned for non-residential uses.

The following is a breakdown of developed properties in the Borough (dwelling numbers are approximate) with estimates of anticipated development during the Contract period:

<u>Use</u>	<u>Present</u>	<u>Estimated Future Development</u>
Single-Family Detached Dwellings	1,373	5
Single-Family Attached Dwellings	326	0
Two-Family Dwellings	18	0
Three-Family Dwellings	1	0

Only single-family detached, single-family attached, two-family, three-family and will receive recyclable materials and bulk solid waste (type 13) service.

The number of existing single-family dwellings and two- and three-family dwellings as approximated above are based upon the records of the Borough's Building and Tax Departments.

Estimate of Borough population is 4,981. This figure is not expected to change during the term of the Contract.

(2) Borough Streets and Roads:

Pages 86 and 87 Schedule A provides a list of existing streets and roads (including State, County, municipal and private streets and roads) in the Borough. The total mileage of these streets and roads is approximately 34 miles.

The Contractor will be required to make collections only from those portions of streets and roads which lie within the Borough. In the case of a street or road which is coincident with a municipal boundary, the Contractor will be required to make collections only from the side of the street or road which lies within the Borough.

Single-family dwellings and two-family dwellings which are or may be located on all streets and roads listed on Pages 86 and 87 are subject to service by the Contractor pursuant to any Contract awarded.

(3) Use of Estimates of New Streets in the Bid Forms:

As some new streets (or extensions of streets) with new dwelling units fronting thereon may be completed at different dates during the Contract term, estimates of additional new street lengths which may be required to be served by the Contractor upon direction of the Borough Administrator are used in the Bid Forms. The Contractor will be compensated for each length of new street along which the Contractor is required to provide service as directed by the Borough Administrator. Once a new street length is required to be served, the Contractor will be entitled to compensation for such service during the remainder of the Contract term in accordance with the unit price bid.

(4) Effect of Present or Future Vacancies of Buildings; Effect of New Dwellings on Existing Streets:

No reduction in monthly payments due to be made to the Contractor by the Borough shall be made by reason of the present or future vacancy of any developed property.

The Contractor shall not be entitled to additional compensation by reason of the construction and occupancy of any new single-family dwellings on any existing street or road listed on Pages 86 and 87.

(5)

Collection Schedules:

Upon award of the contract for recyclable materials and bulk solid waste (type 13) collection the successful bidder shall meet with the Borough Administrator to establish a schedule of collections which is satisfactory to both the Contractor and the Borough and which shall remain in force for the entire length of the Contract.

It is the intention of the Borough to award a contract for recyclable materials and bulk solid waste (type 13) collection on a schedule which provides for same day pickup for the collection frequency whenever possible.

Collections of recyclable materials and bulk solid waste (type 13) are not required to be made on those holidays specified in the definition of "Holidays" set forth in Section 2, General Definitions, as set forth in these bidding documents.

In the event that a day scheduled for the regular collection of recyclable materials and bulk solid waste (type 13) falls on a holiday and therefore no collection will be made on that day, the Contractor shall endeavor to make the collection on the next day (Saturdays and Sundays excluded) following the holiday, but no later than the next regularly scheduled collection day.

Service by any Contractor shall commence with the first day scheduled for collection on and after February 1, 2026.

(6) Other Details Regarding Services to Be Performed:

Further details respecting the performance of services under this Contract are set forth in the Work Specifications for the Contract.

**BOROUGH OF MENDHAM
MORRIS COUNTY, NEW JERSEY**

SCHEDULE A

**List of Streets and Roads
(including private roads)**

Aberdeen Drive	Deerfield Road
Adams Place	Demarest Drive
Aster Terrace	Drake Road
Babbitt Road	East Main Street (Route 24)
Balbrook Drive	Emery Avenue
Bernardsville Road	Essex Drive
Birch Street	Farmhouse Lane
Bliss Road	Florie Farm Road
Bockoven Road	Forest Drive
Bowers Drive	Franklin Street
Bridge Street	Galway Drive
Brookfield Way	Garabrant Street
Budd Road	Garrison Lane
Chapel Lane	Glenbrook Lane
Charolais Farm	Gunther Street
Cherry Lane	Halstead Road
Chestnut Glen Court	Hampshire Drive
Cold Hill Road - West Side	Hampton Road
Cold Hill Road South - West Side	Hardscrabble Road
Colville Drive	Heather Hill Way
Cosma Place	Heritage Drive
Country Lane	Highfield Circle
County Line Road	Hillcrest Avenue
Coventry Road	Hillcrest Place
Cromwell Lane	Hilltop Road
Dayton Road	Hoffman Road
Dean Road	Horseshoe Bend Lane
Horseshoe Bend Road	Thomas Road
Ironia Road - East Side	Townsend Road
Kerby Lane	Valley Way
Knollwood Drive	Village Circle
Lake Drive	Wedgewood Lane
Leddell Road	West Field Road
Linden Lane	West Main Street (Route 24)

Loryn Lane	Wexford Drive
Lowery Lane	Whispering Ivy Path
Mansfield Court	Wilson Street
Maple Avenue	Windymere Lane
Marshall Terrace	
Melrose Lane	
Mendham Common	
Mountain Avenue	
Mountainside Road - South Side	
Muirfield Lane	
New Street	
North Linden Lane	
Oak Forest Lane	
Ogden Road	
Orchard Street	
Park Avenue	
Peacock Lane	
Pembroke Drive	
Phoenix Drive	
Pleasant Valley Road	
Prentice Lane	
Prospect Street	
Quimby Lane	
Spring Hill Road	
Spring Meadow Lane	
Sterling Avenue	
Stevens Road	
Sutton Court	
Talmage Lane	
Talmage Road	
Tempe Wick Road	

BOROUGH OF MENDHAM
MORRIS COUNTY, NEW JERSEY

**WORK SPECIFICATIONS
FOR
COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS AND
BULK SOLID WASTE (TYPE 13)**

Note: THIS CONTRACT FOR THE COLLECTION AND DISPOSAL OF SINGLE STREAM RECYCLABLE MATERIALS AND BULK SOLID WASTE (TYPE 13) FOR SERVICE SINGLE-FAMILY DETACHED DWELLINGS, SINGLE-FAMILY ATTACHED DWELLINGS, TWO-FAMILY DWELLINGS, THREE-FAMILY DWELLINGS ONLY. The owners or occupants of all other properties are required to make private arrangements for trash collection and disposal.

A. Definitions Applicable to Contract:

Whenever used in these Specifications or in the Contract Documents of which these Specifications are a part, the following terms shall have the meanings set forth below.

“Borough” shall mean the Borough of Mendham, in the County of Morris, New Jersey.

“Contractor” shall mean a successful bidder to whom a Contract has been awarded.

“Dwellings” means all of the single-family detached and attached residences and two-family residences in the Borough. Bidders are referred to the GENERAL INFORMATION FOR ALL BIDDERS as to the approximate number of existing dwellings and anticipated new dwellings during the term of the Contract.

“Municipal buildings” shall mean the Public Works Yard located at 37 Ironia Road, Mendham, NJ. The Borough elementary schools and the West Morris Mendham High School are not considered to be municipal buildings for purposes of this Contract.

“Bulky wastes” shall mean large items of trash which are referred to in the definition of “trash.”

“Collection” shall mean the pick-up of trash from dwellings at curbside.

“Curbside” shall mean behind the curb of a street or road having curbs or next to the edge of the pavement of a street or road not having curbs. Curbside is the collection site for trash.

“Disposal” shall mean the delivery of trash which is the subject of collection to the Morris County Transfer Station designated for the receipt of solid waste from the Borough in accordance with the Morris County Solid Waste Management Plan (currently the Morris County Transfer Station in Mt. Olive Township) and the payment of the required Tipping fees.

“Tipping fee” shall mean the charge made by a facility for the acceptance from the Contractor of trash collected by the Contractor within the Borough.

“Designated collected recyclable material” means used cartons, metal cans, clean aluminum foil, pie plates & trays, #1, #2, #4, #5, #7 plastic food & beverage containers (bottle & non-bottle packaging), phone books, newspapers, brochures & inserts, corrugated cardboard & paper bags, paperboard boxes (cereal, pasta & tissue), cardboard beverage carriers, file folders & office paper, junk mail, catalogs & magazines, glass bottles & jars, loose metal jar lids & steel bottle caps, paper towel rolls and paperback books, as further indicated in Attachment #3, , and as defined in the Code of the Borough of Mendham, County of Morris, § 183-2, and any other material which is industry wide recognized as household recyclable materials.

B. Schedule of Collection Days:

The collection of recyclable materials and bulk solid waste (Type 13) from dwellings within the Borough shall be made in accordance with the provisions of Paragraph 6 (Collection Schedules) of the GENERAL INFORMATION FOR ALL BIDDERS.

C. Resident’s Familiarity with Collection:

The present requirement that items be collected at curbside must be placed at curbside prior to 7:00 a.m. on the day scheduled for the collection of recyclable materials and bulk solid waste (Type 13) from a particular property will remain in effect.

Chapter 183 of the Borough Code prohibits the Contractor from collecting whenever there are visible indications that recyclable materials are co-mingled with solid waste.

D. Performance of Work By Contractor: Collection, Transportation and Disposal of Recyclable Materials and Bulk Solid Waste (Type 13):

On any day established for the collection of recyclable materials and bulk solid waste (Type 13) in accordance with the provisions of Paragraph B. of these Specifications, the Contractor shall commence the curbside collection no earlier than 7:00 a.m. and no later than 8:00 a.m., prevailing time, and the Contractor shall complete the collection of recyclable materials and bulk solid waste (Type 13) within any designated section of the Borough no later than 5:00 p.m., prevailing time, on the same day regardless of weather conditions which may develop during the day.

The Contractor shall not be responsible for the collection of recyclable materials and bulk solid waste (Type 13) from dwellings which is not placed at curbside prior to the time that the Contractor is scheduled to make a collection, provided that the collection occurs after 7:00 a.m., prevailing time, on the scheduled day.

As mentioned above, the Contractor shall not pick up materials placed for collection when there are any visible indications that such materials include trash.

Employees of the Contractor shall handle the containers of Borough residents with reasonable care and shall leave the empty containers in an upright position with any tops replaced upside down. The requirement that the empty containers be left upright is to minimize the chance that such containers will roll into streets and be damaged or cause traffic hazards. The requirement that the tops be placed upside down is for the convenience of residents as it will indicate that the containers have been emptied.

Recyclable materials and bulk solid waste (Type 13) collected by the Contractor shall be transported on Borough streets and roads in a safe manner. Both collection and transportation shall be accomplished without causing any nuisance or litter. Materials spilled at any time by the Contractor shall be promptly cleaned up.

The Contractor shall carry out work in the performance of the Contract in such manner that the Contractor does not interfere with the rights of others in the use of public places. The Contractor shall perform all work without interrupting traffic on streets and roads within the Borough except to the extent reasonably necessary for the performance of the work. Employees of the Contractor shall give assistance to the operators of vehicles attempting to pass stopped vehicles of the Contractor whenever necessary and especially on narrow roads.

The Contractor shall be responsible for the prompt removal from the Borough of all recyclable materials and bulk solid waste (Type 13) collected and its disposal at the Morris County Transfer Station in Mt. Olive Township (or at any other facility designated by the Morris County Municipal Utilities Authority in accordance with the Morris County Solid Waste Management Plan). This shall be accomplished in a manner that complies with all applicable State laws, rules and regulations.

E. Recovery of CFCs from “White Goods”:

Where appropriate, the Contractor shall be responsible for the proper recovery of any CFCs from “white goods” without any charge to the Borough and shall notify the Borough Administrator that safe removal has been accomplished. Such items of trash shall not be crushed so as to permit CFCs to escape into the air.

F. Services Covered By Lump Sum Bid; Additional Compensation For New Streets Required To Be Served:

The lump sum Contract price is to compensate the Contractor for all of the Contractor's services in connection with (1) the collection, transportation and disposal or Tipping fee charges for recyclable materials and bulk solid waste (Type 13), and (2) the cost of the recovery of CFCs from any "white goods."

Nor shall the lump sum Contract price be affected by the actual amount of trash that residents of the Borough may place for collection.

Additional compensation to the Contractor above the Contractor's lump sum base bid shall be that which may result from the Contractor being required by the Borough Administrator to serve new streets or roads not listed on Pages 82 and 83 and therefore not included in the estimated miles of streets and roads in the Borough. Such additional compensation to the Contractor shall be based upon the unit price bid by the Contractor per 500 feet or portion thereof of length of any new street or road along which service may be required to be provided in accordance with requests by the Borough Administrator. Any such additional compensation will be paid regardless of whether or not the occupants of any new dwelling along any new street or road elect to utilize the services of the Contractor for any trash for collection and disposal by the Contractor.

G. Renegotiation of Contract Price:

In accordance with N.J.S.A. 13:1E-29, the amount of compensation to be paid by the Borough to the Contractor pursuant to the Contract shall be adjusted by renegotiation by mutual agreement between the Borough and the Contractor in the event of a change in the Solid Waste Management Plan for the Morris County Solid Waste District that affects the Contractor's cost of services to be rendered under the Contract.

In the event that during the term of the Contract any public law, rule or regulation shall be enacted or adopted which prohibits the Contractor from disposing of any particular item or items of trash at the Morris County Transfer Station and therefore such item or items are no longer collected by the Contractor, and such item or items constitute a significant volume of the trash to be collected pursuant to the Contract, then the Borough and the Contractor shall mutually agree upon an appropriate adjustment in the succeeding monthly payments to the Contractor to reflect the extent of the reduction of the Contractor's work and costs in the performance of the Contract. In the event that the Tipping fee at the Morris County Transfer Station is increased or decreased, thereby affecting the costs of the Contractor for disposing of trash collected in the Borough, then the Borough and the Contractor shall mutually agree upon an appropriate adjustment in the succeeding monthly payments to the Contractor to reflect the increase or decrease in the Contractor's costs in the performance of the Contract.

In the absence of mutual agreement as to any of the foregoing, a final decision and determination as to an increase in compensation or a reduction in compensation shall be made by three arbitrators, one chosen by the Borough, one chosen by the Contractor, with the third chosen by the two previously chosen arbitrators. Any expenses of the arbitration

shall be borne equally by the Borough and the Contractor. Any issues as to appropriate arbitration procedures shall be resolved by reference to the rules of the American Arbitration Association.

H. General:

Every bidder should carefully review all the provisions of the INSTRUCTIONS TO BIDDERS and the GENERAL INFORMATION FOR ALL BIDDERS before preparing a bid for the Contract. Every bidder should also be familiar with the extent of the work to be performed.

Bidders are reminded that **ALL disposal costs (Tipping fees and other expenses) for the disposal of all recyclable materials and bulk solid waste (Type 13) collected from dwellings shall be borne by the Contractor.**

The Borough reserves the right in its sole discretion to award the Contract for collection to the lowest responsible bidder or bidders.

Furthermore, in the Notice to Bidders and in the Instructions to Bidders the Borough has reserved the right to reject any or all bids and to waive any informality in any bid as permitted by law.

Any bidder submitting a bid for this Contract shall submit a lump sum base bid for each option being bid as well as all portions of the proposal option.

BOROUGH OF MENDHAM
MORRIS COUNTY, NEW JERSEY

CONTRACT FOR COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS
AND BULK SOLID WASTE (TYPE 13)

BID FORM

TO: THE BOROUGH COUNCIL
BOROUGH OF MENDHAM, IN THE COUNTY OF MORRIS

THE UNDERSIGNED, as Bidder, declares that the only persons or parties interested in this Bid as Principal are those persons or parties hereinafter named: that this Bid is in all respects fair and without collusion or fraud; that the undersigned has carefully examined the INSTRUCTIONS TO BIDDERS, GENERAL INFORMATION FOR ALL BIDDERS, WORK SPECIFICATIONS, and proposed Contract as well as all other documents; that the undersigned is familiar with the conditions relating to the required performance of work under this Contract; that the undersigned proposes and agrees that if the Bid for the Contract is accepted the undersigned will contract with the Borough of Mendham, in the County of Morris, New Jersey in the form of the annexed proposed Contract to provide all the labor, equipment and services necessary for the proper performance of the Contract in accordance with its terms; that the undersigned understands that any Contract that may be awarded will be awarded to the lowest responsible bidder; and that the undersigned will take in full payment for the performance of the Contract the prices hereinafter entered by the undersigned Bidder on Pages 36 through 78.

This Bid is for a contract commencing on February 1, 2026.

Bidder's Name

Authorized Signature

Printed Name and Title

BIDDER'S AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF) SS: CONTRACT FOR COLLECTION AND
) DISPOSAL OF RECYCLABLE
 MATERIALS AND BULK SOLID WASTE
(TYPE 13)

_____, being of full age and being duly sworn upon his oath, deposes and says:

1. I reside at _____

2. I am _____ of the firm of _____

(Name of Bidder)

3. I am the person who signed the completed Bid form submitted herewith for the above-named Contract. I was duly authorized to execute such Bid Form, and it constitutes a true offer of the Bidder.

4. I am familiar with all of the documents being submitted by the above-named bidder as a Proposal for the above-named Contract. All of the statements and declarations contained in such documents are true and correct to the best of my knowledge and belief.

5. I make this Affidavit knowing that the State of New Jersey and the Borough of Mendham will rely upon the statements made in this Affidavit and in the Bid Proposal for purposes of Contract award.

(Signature of Affiant)

Sworn and subscribed to before me
this ____ day of _____
2025.

Notary Public of the State of New Jersey

My Commission expires _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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

Bidder/Offeror: _____

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran.

AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

Relationship to

Name: _____ Bidder/Offeror: _____

Description of
Activities: _____

Duration of
Engagement: _____ Anticipated
Cessation Date: _____

Bidder/Offeror
Contact
Name: _____ Number: _____

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

Full Name (Print): _____
Signature: _____

Title (Print): _____ Date: _____

Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 *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 thereto, are made a part of this contract. In providing any act 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 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 must pay 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 proceedings 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.

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.

Business Name (Print):

Representative's Name (Print):

Representatives' Title (Print):

Representative's Signature:

Phone:

Date:

NON-CONSTRUCTION CONTRACTS

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS N.J.S.A. 52:32-44, P.L. 2004, c.57

ATTACH A COPY OF THE BUSINESS REGISTRATION CERTIFICATE ISSUED BY THE DEPARTMENT OF THE TREASURY, DIVISION OF REVENUE, FOR THE BIDDER AND FOR EACH PRINCIPAL (NAMED) SUBCONTRACTOR.

THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO ITS SUBCONTRACTORS OF THE RESPONSIBILITY TO SUBMIT PROOF OF BUSINESS REGISTRATION TO THE CONTRACTOR.

BEFORE FINAL PAYMENT ON THE CONTRACT IS MADE BY THE CONTRACTING AGENCY, THE CONTRACTOR SHALL SUBMIT AN ACCURATE LIST AND THE PROOF OF BUSINESS REGISTRATION OF EACH SUBCONTRACTOR OR SUPPLIER USED IN THE FULFILLMENT OF THE CONTRACT OR SHALL ATTEST THAT NO SUBCONTRACTORS WERE USED.

FOR THE TERM OF THE CONTRACT, THE CONTRACTOR AND EACH OF ITS AFFILIATES AND A SUBCONTRACTOR AND EACH OF ITS AFFILIATES SHALL COLLECT AND REMIT TO THE DIRECTOR, NEW JERSEY DIVISION OF TAXATION, THE USE TAX DUE PURSUANT TO THE SALES AND USE TAX ACT ON ALL SALES OF TANGIBLE PERSONAL PROPERTY DELIVERED INTO THIS STATE, REGARDLESS OF WHETHER THE TANGIBLE PERSONAL PROPERTY IS INTENDED FOR A CONTRACT WITH A CONTRACTING AGENCY.

A BUSINESS ORGANIZATION THAT FAILS TO PROVIDE A COPY OF A BUSINESS REGISTRATION AS REQUIRED PURSUANT TO SECTION 1 OF P.L. 2001, c.134 (N.J.S.A. 52:32-44 ET AL) OR SUBSECTION e. OR f. OF SECTION 92 OF P.L. 1977, c.110 (N.J.S.A. 5:12-92) OR THAT PROVIDES FALSE BUSINESS REGISTRATION INFORMATION UNDER THE REQUIREMENTS OF EITHER OF THOSE SECTIONS, SHALL BE LIABLE FOR A PENALTY OF \$25 FOR EACH DAY OF VIOLATION, NOT TO EXCEED \$50,000 FOR EACH BUSINESS REGISTRATION COPY NOT PROPERLY PROVIDED UNDER A CONTRACT WITH A CONTRACTING AGENCY.

**BOROUGH OF MENDHAM
MORRIS COUNTY, NEW JERSEY**

**COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS
AND BULK SOLID WASTE (TYPE 13)**

**CERTIFICATION OF BIDDER'S STATUS ON THE STATE TREASURER'S LIST
OF DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS**

State of _____:

County of _____:

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

I am _____ of the firm of _____, the bidder making the bid for the above named project; that I executed the said bid, this affidavit and all other bidding documents with full authority to do so; and that said bidder is not now at the time of submission of this bid included on the State of New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

By: _____
(Deponent's Signature)

Date: _____

(Deponent's Printed Name/Title)

Sworn and subscribed to before me this
____ day of _____, 2025.

Notary Public of
My Commission Expires: