

**BOROUGH OF HIGHLANDS
UNIFORM BID SPECIFICATIONS**

**SOLID WASTE
AND RECYCLABLE MATERIALS
COLLECTION SERVICE**

HIGHLANDSNJ.COM

1. INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Highlands is soliciting bid proposals from solid waste collectors interested in providing solid waste collection and/or disposal services for a period of three (3) year(s), to commence on January 1, 2014, and ending on December 31, 2016, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 *et seq.* Proposals shall include options for extensions, to be exercised in the sole discretion of the Borough, for: (a) one 2-year extension and/or (b) two 1-year extensions. In no event will the contract be extended for more than two (2) total years beyond December 31, 2016.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of **revisions** or addenda to advertisements or bid documents relating to bids will, no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the Asbury Park Press, and in the Star Ledger.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Borough Attorney and Clerk, at Borough of Highlands temporary Borough Hall, 42 Shore Drive, Highlands, New Jersey on December 12, 2013 at 11:00 a.m. Bids must be delivered by hand or by mail to the Borough Clerk at the above address no later than December 12, 2013, 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:

1. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Borough of Highlands;
4. Non-collusion affidavit;
5. Stockholder statement of ownership;
6. Certificate of surety;
7. Disclosure of Investment Activities in Iran Form; and
8. Bid Proposal.

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

2. DEFINITIONS

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

"Bid guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the Borough of Highlands, ensuring that the successful bidder will enter into a contract. "Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services contained herein.

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

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

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

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

"Contract" means the written agreement executed by and between the successful bidder and the Borough of Highlands and shall include the bid proposal, and the bid specifications.

"Contract administrator" is the person authorized by the Borough of Highlands to procure and administer contracts for solid waste collection services.

"Contracting unit" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

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

"Designated collected recyclable material" means paper, glass, aluminum, tin, bi-metal, cardboard as identified by the Borough of Highlands Ordinance 3-7.

"Designated collected solid waste" means solid waste types designated under Municipal Waste Identification number 10. Designated collected solid waste shall not consist of recyclable

materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal facility" means those sites designated in the Solid Waste Management Plan for use by the Borough of Highlands.

Monmouth County Reclamation Center
6000 Asbury
Avenue Tinton
Falls, NJ 07753

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

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

"Legal newspaper" means the Asbury Park Press and the Two River Times.

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

"Service Area" means the geographic area described below. The service area is the Borough of Highlands.

"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. 7:26H6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Highlands in the advertisement for bids.

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

1. For a corporation, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:

a. The authorization is made in writing by a person described in sections 1 and 2 above;

and

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.

D. If the bid proposal contains option bids, the Borough of Highlands may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder; provided, however, the Borough of Highlands shall not award the contract based on the bid price for separate options.

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

3.2. BID GUARANTEES

A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Highlands in the amount of 10% of the highest aggregate 3 year bid

submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Borough of Highlands.

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 Highlands.

3.4. "OR EQUAL" SUBSTITUTIONS

Whenever the Work **Specifications** identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Borough of Highlands.

3.5. COMPLIANCE

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

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

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

A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or

with any other person, corporate entity or government entity in connection with the above named project;

B. All statements made in the bid proposal are true and correct and made with the full knowledge that the Borough of Highlands relies upon the truth of those statements in awarding the contract; and

C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.

3.7. NO ASSIGNMENT OF BID

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

4. AWARD OF CONTRACT

4.1. GENERALLY

A. The Borough of Highlands shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the Borough of Highlands, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough of Highland's decision, in writing, by certified mail.

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

C. The Borough of Highlands reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Borough of Highlands rejects all bids, the Borough of Highlands shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Borough of Highlands shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of Highlands to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

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

4.4. PERFORMANCE BOND

A. For a one year contract, the successful bidder shall provide a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond prior to the delivery of the executed contract.

B. Failure to provide the required one year performance bond at the time and place

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

C. For a 3-year contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond prior to the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Borough of Highlands with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough of Highlands to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Borough of Highlands in re-bidding the contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

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

B. Within seven days after receipt of notification of the Borough of Highlands intent to award any contract the contractor must submit one of the following to the Borough of Highlands:

1. If the Contractor has a federal affirmative action plan approval which

consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photo copy of its letter of approval.

2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy of the certificate.

3. If the Contractor has none of the above, the Borough of Highlands shall provide the Contractor with an (A.A.302) affirmative action employee information report.

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

4.6. VEHICLE DEDICATION AFFIDAVIT

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

4.7. ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The

corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Borough of Highlands may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

5.1.

The Contractor shall provide service for each Option awarded by the Borough of Highlands. The Borough of Highlands shall select one collection Option for the contract period of 3 years (plus any selected extension) in accordance with any of the option proposals submitted. The Contractor may request the collection day to be changed with approval by the Borough of Highlands.

5.2.

The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Borough of Highlands as described below. Contractor must provide an option or collection of options which collects solid waste, recycling and bulk material.

5.3. COLLECTION OPTIONS

OPTION #1: RECYCLING MATERIALS

The recycling materials shall be collected on the 1st and 3rd Wednesdays of each month.

OPTION #2: RECYCLING MATERIALS

The recycling materials shall be collected on the 1st, and 3rd Wednesdays of each month from May 2nd through October 14th, and on the 1st Wednesday of each month from October 15th through May 1st.

OPTION #3: SOLID WASTE MATERIALS

The solid waste materials shall be collected on Mondays and Thursdays of each week.

OPTION #4: SOLID WASTE MATERIALS

The solid waste materials shall be collected on Mondays and Thursdays of each week from May 2nd through October 14th, and on Thursday of each week from October 15th through May 1st.

OPTION #5: SOLID WASTE AND RECYCLING MATERIALS

The solid waste material shall be collected on Mondays and Thursdays in approximately one-half of the Borough, known as Zones 1 and 2. Solid waste material shall be collected on Tuesdays and Fridays in the approximately other half of the Borough, known as Zones 3 and 4. Recycling materials shall be collected in the entire Borough on Wednesdays.

OPTION #6: BULK

Bulk waste shall be collected in the entire Borough on the first Friday in June, September, December and March.

5.4. CONTAINERS

See Attached

5.5. COLLECTION SCHEDULE

A. All collection services, as described in these specifications, shall be performed on all designated days between 6:00 am and 2:00 pm.

B. Federal Holidays are exempted from the waste collection schedule. Contractor shall supply the Borough of Highlands with a notice of exempted days, which shall be placed on the Borough of Highlands's website and disseminated to the residents in the same manner as all such notices.

5.6. SOLID WASTE DISPOSAL

A. All solid waste collected within the Borough of Highlands shall be disposed of in

accordance with the Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at the Monmouth County Reclamation Center, 6000 Asbury Avenue, Tinton Falls, NJ 07753.

B. The Borough of Highlands reserves the right to designate another disposal facility in accordance with the Solid Waste Management Plan or in the event that the designated Disposal Facility [or, if applicable, Disposal Facilities] is unable to accept waste. The Borough of Highlands will assume all additional costs or benefits that are associated with such designation.

5.7. VEHICLES AND EQUIPMENT

A. All vehicles shall be registered with, and conform to the requirements of the, in accordance with N.J.A.C. 7:26-3.1 et seq.

B. All collection trucks shall be compaction types, completely enclosed and water tight. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.

D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such

vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

5.8. NAME ON VEHICLES

The name, address and service phone number of the Contractor shall be placed clearly and distinctly on both sides of all vehicles used in connection with the collection services.

5.9. TELEPHONE FACILITIES AND EQUIPMENT

A. The Contractor must provide and maintain an office within reasonable proximity of the Borough of Highlands with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.

B. Telephone service shall be maintained on all collection days, between the hours of 8:00AM and 5:00PM. The Borough of Highlands shall list the Contractor's telephone number in the Telephone directory along with other listings for the Borough of Highlands.

5.10. FAILURE TO COLLECT

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

5.11. COMPLAINTS

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

and the action taken to remedy the complaints. **The Complaint log shall be available for inspection by the Borough of Highlands.**

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

5.12. SOLICITATION OF GRATUITIES

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

5.13. INVOICE AND PAYMENT PROCEDURE

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

1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough of Highlands for the preceding calendar month (the "Billing Month").

2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Borough of Highlands for reimbursement.

B. The Borough of Highlands shall pay all invoices within 30 days of receipt. The Borough of Highlands will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Borough of Highlands shall have 30 days from the date of receipt of the corrected invoice to make payment.

C. Invoices shall specify the number and type of vehicle used for collection in the Borough of Highlands, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough of

Highlands shall be charged shall be the difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle.

D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the Borough of Highlands shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the Borough of Highlands; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

1. the amount of the invoice;
2. the origin of the waste;
3. the truck license plate number;
4. the total quantity and weight of the waste; and
5. the authorized tipping rate plus all taxes and surcharges.

E. Where the Borough of Highlands will pay the costs of disposal, the disposal facility shall bill the Borough of Highlands directly for all costs (including taxes and surcharges).

5.14. COMPETENCE OF EMPLOYEES

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

5.15. SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Contract Administrator, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes.

5.16. INSURANCE REQUIREMENTS

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. The insurance policy shall name the Borough of Highlands as an Additional Named insured indemnifying the Borough of Highlands with respect to the Contractor's actions pursuant to the Contract.

5.17. CERTIFICATES

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

5.18. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Borough of Highlands from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of Highlands on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

- ____ 6.2. Photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126.
- ____ 6.3. Statement of bidder's qualifications, experience and financial ability.
- ____ 6.4. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the Borough of Highlands.
- ____ 6.5. Stockholder statement of ownership.
- ____ 6.6. Non-collusion affidavit.
- ____ 6.7. Consent of surety.
- ____ 6.8 Disclosure of Activities in Iran
- ____ 6.8. Proposal.

Name of Firm or Individual

Title:

Signature

Date

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

Name

Complete Address

Telephone Number

Certificate Number

Date

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

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

AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } SS: [PROJECT NAME]

I, [NAME OF AFFIANT], am the [IDENTIFY RELATIONSHIP TO BIDDER: OWNER, PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER] of the [NAME OF BIDDER] , and being duly sworn, I depose and say:

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

_____ **Title:**
Name of Firm or Individual

_____ **Date**
Signature

Subscribed and sworn to before me this
_____ day of 2013.
Notary Public of
My Commission expires _____, 20____.

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

QUESTIONNAIRE

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

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

1. How many years has the bidder been in business as a contractor under your present name?
2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
3. Has the bidder failed to perform any contract awarded to it by the Borough of Highlands under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Borough of Highlands in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
 - (a) Name of Borough of the Contracting Unit;
 - (b) Approximate population of the Contracting Unit;
 - (c) Term of contract from _____ to _____ ;

- (b) (d) How were materials collected?
- (c) (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
- (d) (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 bidders assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.
14. Additional remarks.

6.4 BID GUARANTY

[APPROPRIATE FORM SUPPLIED BY BIDDER]

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6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

[APPROPRIATE FORM SUPPLIED BY BIDDER]

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6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.: [PROJECT NAME]

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

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

Name of Firm or Individual

Title:

Signature

Date

Subscribed and sworn to before me this
_____ day of 2013.

Notary Public of

My Commission expires _____, 20_____.

6.7 CONSENT OF SURETY

[APPROPRIATE FORM SUPPLIED BY BIDDER]

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6.8 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BOROUGH OF HIGHLANDS

Bidder/Proposer: _____

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 New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Borough of Highlands 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 above for which I am authorized to submit a bid/proposal:

- 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 Borough of Highlands under penalty of perjury. Failure to provide such will result in the bid/proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____	
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

6.9 PROPOSAL

Proposal for Solid Waste Collection beginning .

THE BOROUGH OF HIGHLANDS:

I or We

of

[COMPLETE ADDRESS]

[CITY, STATE, ZIP]

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

NOTE:

Bidders are required to sign all Option

Proposal sheets. Bidders are invited to bid on

all or any Option Proposal.

Signature **Affix seal if** **a corporation.**

Title

OPTION #1: RECYCLING MATERIALS

The Recycling materials shall be collected on the 1st and 3rd Wednesday's of each month.

	<u>SOLID WASTE</u>	<u>[RECYCLABLE MATERIALS]</u>	<u>[ADDITIONAL SERVICE]</u>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____

EXTENSION OPTION 1: Two One-year extensions

	<u>SOLID WASTE</u>	<u>[RECYCLABLE MATERIALS]</u>	<u>[ADDITIONAL SERVICE]</u>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____

EXTENSION OPTION 2: One Two-Year Extension

	<u>SOLID WASTE</u>	<u>[RECYCLABLE MATERIALS]</u>	<u>[ADDITIONAL SERVICE]</u>
Total	\$ _____	\$ _____	\$ _____

Individual

Name of Firm or Title

Date

Signature

OPTION #2: RECYCLING MATERIALS – LIMITED WINTER PICK UP

The recycling materials shall be collected on the 1st and 3rd Wednesday's of each month from May 2nd through October 14th, and on the 1st Wednesday of each month from October 15th through May 1st

	<u>SOLID WASTE</u>	<u>[RECYCLABLE MATERIALS]</u>	<u>[ADDITIONAL SERVICE]</u>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____

EXTENSION OPTION 1: Two One-year extensions

	<u>SOLID WASTE</u>	<u>[RECYCLABLE MATERIALS]</u>	<u>[ADDITIONAL SERVICE]</u>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____

EXTENSION OPTION 2: One Two-Year Extension

	<u>SOLID WASTE</u>	<u>[RECYCLABLE MATERIALS]</u>	<u>[ADDITIONAL SERVICE]</u>
Total	\$ _____	\$ _____	\$ _____

Individual

Name of Firm or Title

Date

Signature

OPTION #3: SOLID WASTE MATERIALS

The Solid waste materials shall be collected on Monday's and Thursday's of each week.

	<u>SOLID WASTE</u>	<u>[RECYCLABLE MATERIALS]</u>	<u>[ADDITIONAL SERVICE]</u>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____

Waste Directed to: [NAME OF FACILITY]
[ADDRESS]
[RATE PER PERSON]

EXTENSION OPTION 1: Two One-year extensions

	<u>SOLID WASTE</u>	<u>[RECYCLABLE MATERIALS]</u>	<u>[ADDITIONAL SERVICE]</u>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____

EXTENSION OPTION 2: One Two-Year Extension

	<u>SOLID WASTE</u>	<u>[RECYCLABLE MATERIALS]</u>	<u>[ADDITIONAL SERVICE]</u>
Total	\$ _____	\$ _____	\$ _____

Individual

Name of Firm or Title

Date

Signature

OPTION #4: SOLID WASTE MATERIALS – LIMITED WINTER PICK UP

The Solid waste materials shall be collected on Monday’s and Thursday’s of each week from May 2nd through October 14th, and on Thursday of each week from October 15th through May 1st.

	<u>SOLID WASTE</u>	<u>[RECYCLABLE MATERIALS]</u>	<u>[ADDITIONAL SERVICE]</u>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____

Waste Directed to: [NAME OF FACILITY]
[ADDRESS]
[RATE PER PERSON]

EXTENSION OPTION 1: Two One-year extensions

	<u>SOLID WASTE</u>	<u>[RECYCLABLE MATERIALS]</u>	<u>[ADDITIONAL SERVICE]</u>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____

EXTENSION OPTION 2: One Two-Year Extension

	<u>SOLID WASTE</u>	<u>[RECYCLABLE MATERIALS]</u>	<u>[ADDITIONAL SERVICE]</u>
Total	\$ _____	\$ _____	\$ _____

Name of Firm or Title

Individual

Date

Signature

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OPTION #5: SOLID WASTE AND RECYCLING MATERIALS

The solid waste material shall be collected on Mondays and Thursdays in approximately one-half of the Borough, known as Zones 1 and 2. Solid waste material shall be collected on Tuesdays and Fridays in the approximately other half of the Borough, known as Zones 3 and 4. Recycling materials shall be collected in the entire Borough on Wednesdays.

	<u>SOLID WASTE</u>	<u>[RECYCLABLE MATERIALS]</u>	<u>[ADDITIONAL SERVICE]</u>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____

Waste Directed to: [NAME OF FACILITY]

[ADDRESS]
[RATE PER PERSON]

EXTENSION OPTION 1: Two One-year extensions

	<u>SOLID WASTE</u>	<u>[RECYCLABLE MATERIALS]</u>	<u>[ADDITIONAL SERVICE]</u>
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____

EXTENSION OPTION 2: One Two-Year Extension

	<u>SOLID WASTE</u>	<u>[RECYCLABLE MATERIALS]</u>	<u>[ADDITIONAL SERVICE]</u>
Total	\$ _____	\$ _____	\$ _____

Individual

Name of Firm or Title

Date

Signature

HIGHLANDSNJ.COM

OPTION #6: BULK

Bulk waste shall be collected on the first Friday in June, September, December and March.

	<u>BULK</u>	<u>[ADDITIONAL SERVICE]</u>
Year 1	\$ _____	
Year 2	\$ _____	
Year 3	\$ _____	
Total	\$ _____	

Waste Directed to: [NAME OF FACILITY]
[ADDRESS]
[RATE PER PERSON]

EXTENSION OPTION 1: Two One-year extensions

	<u>BULK</u>	<u>[ADDITIONAL SERVICE]</u>
Year 1	\$ _____	
Year 2	\$ _____	

EXTENSION OPTION 2: One Two-Year Extension

Total \$ _____

Individual

Name of Firm or Title

Date

Signature

7. CONTRACT DOCUMENTS

7.1. CONTRACT

[TO BE PROVIDED TO SUCCESSFUL BIDDER BY THE BOROUGH OF HIGHLANDS]

HIGHLANDSNJ.COM

7.2 PERFORMANCE BOND

[TO BE SUPPLIED IN APPROPRIATE FORM BY BIDDER]

HIGHLANDSNJ.COM

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } SS: [PROJECT NAME]

I, [NAME OF AFFIANT] , am the [IDENTIFY RELATIONSHIP TO BIDDER: OWNER, PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER] of the [NAME OF BIDDER] , and being duly sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Highlands rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit, for use only in the in the Borough of Highlands, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in the Borough of Highlands is not feasible, that the Borough of Highlands will not be responsible for disposal costs for waste generated outside the Borough of Highlands.

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

Name of Firm or Individual

Title:

Signature

Date

Subscribed and sworn to before me this _____ day of 2013.

Notary Public of

My Commission expires _____, 20____.

7.4. CERTIFICATE OF INSURANCE

TO BE SUPPLIED IN APPROPRIATE FORM BY BIDDER

HIGHLANDSNJ.COM

ATTACHMENT #1

Procurement and Service Contract - Mandatory Language

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

ATTACHMENT #2

Borough of Highlands – OCTOBER 2013 MUNICIPAL DATA

RESIDENTIAL SOURCES:

Residential Homes	1,349
Condominiums	839
High Rise Condominium Units	165
Garages on Parking Facilities	49
Apartment Buildings with a total of	99 units.
Total	2,40323 ¹

COMMERCIAL SOURCES:

Stores or Restaurants that are allowed 4 curbside containers only per collection	97 (approximate)
Total	97

INSTITUTIONAL

SOURCES: Schools

Highlands Primary School	1 – 6 yard dumpster	2x weekly
	6 – 60 gallon Containers for paper	1x weekly
	2 – 60 gallon Containers for mixed recycling	1x weekly
Henry Hudson Regional High School	1 – 6 yard dumpster	2x weekly
	1 – 3 yard dumpster	2x weekly
	1 – 3 yard dumpster for paper	1x weekly
	1 – 3 yard dumpster for mixed recycling	1x weekly
Total	See above.	

¹ Numbers are based on pre-Hurricane Sandy calculations and are estimates. Actual numbers may vary.

MUNICIPAL SOURCES:

Borough Hall (42 Shore Dr)	1 – 3 yard dumpster	1x weekly
	51 – 40 gallon trash containers throughout town and parks	1x weekly
Fire House	1 – 2 yard dumpster	1x weekly
Borough Police Dept.	1 – 2 yard dumpster	1x weekly
Borough Hall (19 Bay)	1 – 2 yard dumpster	1x weekly
Boro Yard	2 – 6 yard dumpsters	1x weekly
Community Center	1 – 3 yard dumpster	2x weekly
Recycling Center	1 – 40 yard dumpster for paper and cardboard	1x weekly
	1 – 30 yard dumpster for corrugated recyclables	1x weekly
	1 – 40 yard dumpster for metal waste	1x weekly

POPULATION:

2010	5,005 (estimated)
2000	5,097
1990	4,849

AREA: 0.64 square miles

TOTAL ROAD MILES: 30
STATE: 2.2 miles; 1 Road
COUNTY: 1.2 miles, 1 road
LOCAL: 26.6 miles

TONNAGE REPORT (2011-2012 YEAR): 7/1/11 THROUGH 6/30/12

Solid Waste:

Type 107	2,388.08
Type 13	61.79
Type 23, 25, & 27	- 0 -
Total	2,449.87

Recyclable Materials: newspaper, corrugated cardboard, clean mixed paper, aluminum cans, tin and bimetal cans, glass bottles and jars, and pourable plastic bottles