

# BID PACKET

Muskingum Township, Washington County

## COLLECTION AND DISPOSAL SERVICE FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE

### Contents

LEGAL NOTICE .....	2
INSTRUCTIONS TO BIDDERS.....	4
SPECIFICATIONS .....	9
SPECIFICATIONS - MAP .....	17
DEFINITIONS.....	18
CONTRACT.....	22
REQUIRED QUALIFICATION DOCUMENTS.....	25
A-1 NON-COLLUSION AFFIDAVIT .....	26
A-2 AFFIDAVIT OF CONTRACTOR OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES .....	27
A-3 AFFIDAVIT OF CONTRACTOR OF NON-DISCRIMINATION .....	28
A-4 INSURANCE CERTIFICATE.....	29
A-5 WORKERS COMPENSATION CERTIFICATE .....	30
A-6 BID BOND & PERFORMANCE BOND .....	31
A-7 DISPOSAL FACILITIES TO BE USED .....	33
A-8 LETTER FROM DISPOSAL FACILITY .....	34
A-9 LIST OF COLLECTION EQUIPMENT AND VEHICLES.....	35
REQUIRED BID DOCUMENTS.....	36
B-1 SIGNATURE PAGE.....	37
B-2 COLLECTION AND DISPOSAL SERVICES.....	38
B-3 ADDENDA.....	39
B-4 RESIDENTIAL SERVICE + CURBSIDE RECYLYING .....	40
B-5 RESIDENTIAL SERVICE + DEDICATED SITE RECYCLING (TWO LOCATIONS).....	42
B-6 COMMERCIAL SERVICE – SOLID WASTE DISPOSAL SERVICE .....	44
B- 7 COMMERCIAL SERVICE – RECYCLING SERVICE .....	45
B-8 ARRANGEMENTS FOR COMMERICAL PICKUPS THAT FALL ON HOLIDAYS .....	46

LEGAL NOTICE  
INVITATION FOR BIDS

**COLLECTION AND DISPOSAL SERVICE FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE**

Sealed Bids for Collection and Disposal Service for Residential and Commercial Solid Waste and Recycling within Muskingum Township, Washington County, Ohio (hereinafter called "the Township"), will be received by the Township at the Muskingum Township Hall, 26 Townhall Rd. Marietta, Ohio 45750 (mailing address: Muskingum Township, 26 Townhall Rd. Marietta, Ohio 45750 6:00 p.m. on January 17, 2023 at which time the Bids will be opened and read aloud.

The Township intends to award an exclusive franchise for Collection and Disposal of Residential and Commercial Solid Wastes and Recycling within Muskingum Township under the terms of a three-year Contract, plus two additional one-year extensions.

The purposes for awarding the Contract are to help secure for the Muskingum Township Residents and Businesses:

1. Lower cost of monthly trash service by a private contractor.
2. Greater traffic safety by the elimination of multiple packer trucks collecting the same routes on multiple days during the same week.
3. Reduced damage to Township roads by reducing the number of packer trucks operating within the Township and having sufficient crew on the truck to decrease road damaging recoil when setting the truck brakes and to collect and load waste safely and efficiently.
4. Greater assurance that all households and businesses have legal and regular trash pickup and disposal to protect the health and safety of all residents.
5. Provide adequate, uninterrupted service access to residents and businesses, and for the availability of service for acceptance of recyclable materials in an easily accessible area. AND
6. Greater safety to pedestrians by having sufficient crew on the truck to drive and to load waste safely and efficiently.

Copies of the Bid Packet may be obtained by requesting such from Pamela Lankford, Fiscal Officer of Muskingum Township, 26 Townhall Rd. Marietta, Ohio 45750. [muskingumtwp@muskingumtwp.org](mailto:muskingumtwp@muskingumtwp.org) or telephone (740) 525-5800

Questions regarding the Bid Packet should be directed to the same address.

Bids must be on the Bid Forms and in accordance with the Instructions to Bidders. Each Bid must be accompanied by a Bid Bond in the amount of \$10,000 in the form of either a bond, certified or cashier's check, or a money order to provide that if the Bid is accepted a Contract will be entered into according to the requirements of the Bid and any applicable provisions of the Ohio Revised Code. The successful Bidder will be required to furnish a Performance Bond, either a corporate surety bond issued by a surety licensed to do business in the State of Ohio and acceptable to the Township for faithful performance during the Contract term or a cashier's check or money order.

The Township reserves the right to reject any and all Bids, to waive any irregularities and/or informalities in form. The Township reserves the right to solicit new Bids if the need arises, or to elect to continue the current solid waste arrangements operating in the Township.

Signature: *V. Pamela Lankford*

Pamela Lankford

Title: Muskingum Township Fiscal Officer

Address: 26 Townhall Rd. Marietta, OH 45750

Resolution No. – 2022-12-05 Dated December 5, 2022

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Instructions to the Marietta Times:

Please print the enclosed Invitation for Bids once a week beginning December 19, 2022.

Send proof of publication and invoice to: Pamela Lankford  
Fiscal Officer of Muskingum Township  
26 Townhall Rd. Marietta, OH 45750  
**(740) 525-5800**

**INSTRUCTIONS TO BIDDERS**  
**COLLECTION AND DISPOSAL SERVICES FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE & RECYCLING**  
**MUSKINGUM TOWNSHIP, WASHINGTON COUNTY, OHIO**

It is the intention of these instructions to provide a clear understanding of all details for a contractual Bid, and to encourage vigorous competition through a fair and open process that complies with all provisions of Ohio law and Township authority.

All Bids must be prepared in accordance with the Instructions and Specifications contained in this Bid Packet. The Bid Packet, its contents, and all required documents for submission are defined as Contract Documents and are considered to be an integral part of the Contract as if they were completely written in text in the Contract.

### **1. QUALIFICATION OF BIDDER**

Each Bidder is required to furnish documentation to the Township to demonstrate to the satisfaction of the Township that the Bidder is a responsible entity capable of providing the services, and fulfilling all aspects of the Contract, in a legal and safe manner.

Bidders will be pre-qualified through the Double Envelope System described in Paragraph 4 below, and only those Bids submitted by qualified Bidders will be considered.

### **2. DISQUALIFICATION OF BIDDER**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of his Bid:

- (a) Evidence of collusion among Bidders.
- (b) Lack of competency as revealed by either financial ability, experience, or facilities as submitted, or other factors.
- (c) Default on a previous contract.
- (d) Submission of incomplete Qualification Documents.
- (e) Irregularities or informalities in the Bid.

### **3. RECEIPT OF BIDS**

The Township will receive sealed Bids from qualified Bidders on the completed 4-page Bid Forms contained with this Bid Packet. All requested information must be appropriately filled in. Bids will be received at the Muskingum Township Hall, 26 Townhall Road, Marietta, Ohio 45750. Bids may be mailed for receipt prior to the opening date to: Pamela Lankford, Fiscal Officer of Muskingum Township, 26 Townhall Road, Marietta, Ohio, 45750, until 6:00 p.m. on January 17, 2023 at which time the Bids will be opened and read at 26 Townhall Road, Marietta Ohio 45750 (740) 373-0189. Any Bid received after the time and date specified above shall not be considered by the Township.

#### **4. SUBMISSION OF BIDS: Double Envelope System**

The purpose of the Double Envelope System is to ensure that all haulers have complete qualification documents before the opening of the Bid.

The Bid is to be submitted in two sealed envelopes, Envelope 1 and Envelope 2, both of which shall be clearly marked "Bid for Collection and Disposal Service for Residential and Commercial Solid Waste." The name and mailing address of the Bidder submitting the Bid shall also be clearly marked on the outside of both envelopes.

Envelope 1 shall be clearly marked on the outside "Envelope 1 and must contain the Qualification Documents demonstrating the qualifications of the Bidder. Envelope 2 shall be sealed and clearly marked on the outside "Envelope 2" and shall contain the completed 4-page Bid prepared on the Bid Form including the Bid Signature page in this packet. Envelope 2 may be submitted within Envelope 1.

Envelope 1 will be opened by the Township upon receipt. If the required documentation in Envelope 1 is not complete or is unsatisfactory to the Township, both Envelopes will be returned to the Bidder. The Bidder will be permitted to submit another Bid with complete Qualification Documents as long as the new Bid is submitted to the Township by the date and time required for receipt of Bids.

Envelope 1 shall contain the following Qualification Documents (sample Qualification Documents are included in Attachment A):

1. A notarized Non-Collusion Affidavit.
2. A Non-Delinquent Property Tax statement from the Bidder
3. A notarized statement from the Bidder that the Bidder is an equal opportunity employer.
4. A Certificate from the Bidder's insurance company stating that the Bidder has the named insurance coverage required under the terms of the Contract. The letter from the insurer must also state that the Township will be notified, in writing, at least 30 days prior to any change or cancellation of the insurance.
5. A copy of the Bidder's Workman's Compensation Certificate.
6. A sufficient Bid Bond in the amount of \$10,000.
7. A list of disposal facilities to be used by the Bidder.
8. A letter from each disposal facility listed stating that the facility is in substantial compliance with all laws, regulations, and local ordinances that govern that facility. The letter from each shall also state that the Bidder may use that facility for the disposal of solid waste collected in the Township pursuant to the Contract for a period of at least three (3) years plus two additional one-year extensions.
9. A list of vehicles and equipment to be used to perform the services required under the Contract, including a description and vehicle identification numbers for each collection vehicle.

Envelope 2 shall contain the sealed Bid prepared on the completed 4 - page Bid Form including the Bid Form Signature Page. Envelope 2 shall remain sealed until the time of the opening of the Bids.

## **5. TERM, WITHDRAWAL, AND OPENING OF BIDS**

Bids received by the Township for Solid Waste Collection and Disposal Service, and still within the possession of the Township as of the date and time scheduled for opening Bids, shall be considered valid and effective for a period of sixty (60) days.

Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof after opening of the Bids, no Bid may be withdrawn until 60 days after the Bid date.

The Bids will be publicly opened and read aloud at the Muskingum Township Hall, 26 Townhall Road, Marietta, Ohio, 45750 at 6:00 pm. on January 17, 2023.

## **6. AWARDING OF CONTRACT**

Bids will be compared on the basis of the rates proposed, services offered, the qualifications of Bidders, and any exceptions, additions, or other changes noted in the Addenda to the Bid. The rates as written out in words in the Bid shall govern and any errors found will be corrected.

The Contract shall be deemed as having been awarded when normal notice of award shall have been mailed by the Township to the Bidder by certified mail, return receipt requested.

The Township intends that the Contract shall be awarded within forty-five (45) days following the date that Bids are publicly opened and read. The Contract shall be signed upon receipt by the Township of the Successful Bidder's Performance Bond.

## **7. THE TOWNSHIP RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS**

The Township reserves the right to reject any and all Bids, to waive any irregularities and/or informalities in form. The Township reserves the right to solicit new Bids if the need arises, or to elect to continue the current solid waste arrangements operating in the Township.

## **8. PREPARATION OF BIDS**

All Bids must be prepared on the 4-page Bid Form included in this Bid Packet and signed in ink by the full name of the Bidder and all persons interested in that Bid. Additional copies of the Bid Packet may be obtained from the Township. All blank spaces in the Bid Form must be completed in full in ink or typewritten, in both words and figures. If a Unit Price already entered by the Bidder on the Bid Form is to be altered, it shall be crossed out with ink and the new Unit Price entered above or below it, and initialed by the Bidder in ink.

Any exceptions, additions, or other changes to the Specifications or Contract Documents which form the basis of the Unit Price listed in the Bid must be clearly noted and separately set forth in the Bid and identified as Addenda. The Township may consider informal any Bid not prepared and submitted in accordance with the provisions hereof

## **9. BID BOND**

All Bidders will be required to submit a Bond in the amount of \$10,000, as assurance that the Bidder will, if awarded the Contract, accept and enter into the Contract. A surety bond will be drawn from a surety company approved to conduct business in the State of Ohio. A certified or cashier's check or money order in the amount of \$10,000 made payable to Muskingum Township will be accepted in lieu of a surety bond. Checks and bonds will be returned to Bidders promptly after the Township and the selected Bidder have entered into the Contract or sixty (60) days after the date of the opening of the Bids, whichever comes first.

## **10. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The Bidder to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract on the form attached hereto (or such form as may mutually be agreed upon by the Township and the selected Bidder) and to furnish a Performance Bond in the amount of \$10,000. In the case of the Bidder's refusal or failure to do so within forty-five (45) days after the receipt of formal notice of award, the Bidder will be considered to have abandoned all his rights and interests in the award, and the Bidder's Bid Bond will be declared forfeited to the Township as liquidated damages and the award may then be made to the next best qualified Bidder, or the work may be advertised again for Bids, or the Township may elect to continue the current collection arrangements. The Township's sole remedy shall be the forfeiture of the Bid Bond for failure to enter into a Contract.

## **11. CONDITIONS**

Each Bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with all details contained in this Bid Packet,

The Bidder is expected to conduct the research necessary to acquaint himself with all situations, characteristics, and circumstances in the Township which may affect the Bid Unit Price. Except with respect to events or conditions which are not discoverable, the Bidder shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the Township. The Bidder is solely responsible for the Bid that is submitted.

The failure or omission of any Bidder to receive or examine any form, instrument, Addendum or other document, or to acquaint himself with conditions existing, shall in no way relieve him of any obligations with respect to his Bid or to the Contract.

## **12. ADDENDA AND EXPLANATIONS**

Explanations or interpretations desired by a prospective Bidder shall be requested of the Township in writing and be addressed to Pamela Lankford, Fiscal Officer of Muskingum Township, 26 Townhall Road, Marietta, Ohio 45750, (740) 525-5800.

No request for an explanation or other inquiry received within seven (7) days of the date fixed for the submission and opening of Bids will be given consideration.

Any and all explanations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, or faxed with telephone confirmation, to all prospective Bidders at the addresses clearly marked on the Bid envelopes, not later than five (5) days prior to

the date fixed for the opening of Bids. Addenda issued to prospective Bidders prior to the date of receipt of Bids shall become a part of the Contract Documents, and all Bids shall include the work described in the Addenda. Any verbal statements regarding same by any person, previous to the award, shall be unauthoritative and not binding.

If a Bidder wishes to describe any modifications to the Bid Packet, he may do so on the Bid Form titled ADDENDA. The Bidder may also propose here other details or services offered in his Bid that have not been addressed in this Bid Packet that may be a factor in determining the best services for the Residents of the Township.

### **13. BID FORM SIGNATURE PAGE**

The Bid must be signed in ink with the full name of a person authorized to sign the Bid. A corporation shall execute the Bid by its duly authorized officers in accordance with its corporate by-laws. A partnership shall give full names and addresses of all general partners, and the Bid shall be executed by a duly authorized general partner. Incorporated or unincorporated associations shall execute the Bid by their duly authorized officers in accordance with the governing documents of the association. Partnerships, associations, joint ventures and individual Bidders will be required to state in the Bid the names of all persons interested therein. Anyone signing a Bid as an agent of another or others, except for the duly authorized officers of a corporation, must submit with his Bid legal evidence of his authority to do so.



SPECIFICATIONS  
COLLECTION AND DISPOSAL SERVICES FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE

**1. EXCLUSIVE PRIVILEGE**

The Township intends to award to a qualified Bidder the exclusive privilege to offer subscription services for the collection and disposal of solid wastes from residential dwellings and commercial (governmental/institutional/businesses) establishments, in the Township for a contract period of three (3) years. No portion of the services provided within the Contract, nor the entire Contract may be assigned, transferred, or conveyed by the Contractor without the prior written consent of the Township.

**2. TERM OF CONTRACT**

The Contract will be for a period of three (3) years beginning July 1, 2023 and ending three (3) years thereafter. Automatic extension of the Contract shall not take effect. The contract may be extended for up to two (2) additional one-year periods. The Township acknowledges that any contract extensions may require an adjustment in costs based on factors such as fuel costs, tipping fees, and/or the consumer price index. The successful bidder will specify the terms or conditions by which any costs will be adjusted for the extensions of the contract.

**3. CHARACTERISTICS OF MUSKINGUM TOWNSHIP**

The population of Muskingum Township is approximately **4,344**. According to the most recent records of the Township, the total number of separate residential units eligible for collection service (hereinafter referred to as "Residential Subscribers") is approximately **1,650** with an additional 100 commercial subscribers. All new Subscribers added to the collection service will be based on the Unit Price on the Bid Form. A map of Muskingum Township is attached.

**4. SCOPE OF WORK**

The work under this Contract shall consist of the following items:

- 1) The provision of Collection and Disposal Services for all Residential & Commercial Solid Waste generated by Subscribers in the Muskingum Township.
- 2) The Contractor shall furnish all labor, equipment, tools, materials, all utility and transportation services and all other services necessary to provide and complete the collection and disposal of all Solid Waste as required by this Contract.
- 3) Recyclables collected by the Subscriber's for sale or donation to others is not subject to this Contract.
- 4) In addition to the service provided for Subscribers, the Contractor will collect and dispose of all Solid Wastes from the Muskingum Township Hall/building without charge on a weekly basis. The existing location of the Muskingum Township Hall/building is 26 Townhall Road, Marietta, Ohio 45750 and is shown on the map of Muskingum Township contained in this Bid Packet.
- 5) Based upon accepted recycling bid format, one of the following will be required:

- a) Contractor will provide without charge a minimum of six (6), six (6) cubic-yard, rear-load dumpsters with rain-proof lids at a location agreed upon by the Contractor and Trustees for the collection of recyclable materials delivered by residents. Contractor shall service, as necessary, to provide uninterrupted service and access to recycling by residents located in Muskingum Township. Frequency of service shall be determined by the Contractor based upon frequency of use and volume delivered. Service shall be provided by the contractor to this location no less than weekly. Recyclable Materials collected shall be delivered to a Recyclable Material Processing Facility and may not be disposed of in a solid waste transfer station or solid waste landfill or incineration facility; **OR**
  - b) The contractor will provide each residential and commercial curbside recycling, which that cost will be added to the collection schedule and billing procedure. Frequency of service shall be determined by the Contractor based upon frequency of use and volume delivered. Service shall be provided by the contractor to these locations no less than weekly. Recyclable Materials collected shall be delivered to a Recyclable Material Processing Facility and may not be disposed of in a solid waste transfer station or solid waste landfill or incineration facility.
- 6) The Contractor shall also be responsible for providing the Collection Schedule, Billing Procedure, and any other policies or terms of Collection to Subscribers.

## **5. RESPONSIBILITY FOR OPERATION**

The Contractor shall have on call at all times a competent supervisor, contact person, or other representative satisfactory to the Township, and having authority to act for the Contractor, for the purpose of overseeing the performance of this Contract. The Contractor shall provide the Township with the name and toll-free telephone number of the representative(s) on call within thirty (30) days after the award of the Contract.

Contractor shall have the sole duty and responsibility for the proper operation of the labor, materials, equipment, and services used to provide Collection and Disposal Service for Residential and Commercial Solid Waste under this Contract according to generally accepted standards for the operation of such services.

## **6. MATERIALS TO BE ACCEPTED FOR COLLECTION AND DISPOSAL**

All Solid Waste from Subscribers shall be placed for collection in metal or molded plastic containers, with lids, of not more than 35 gallon capacity, in tied plastic trash bags, or in other sturdy suitable containers and placed for collection by the Subscriber at the designated pick up point before 5:00 a.m. on the designated day of collection. The weight of any one container or bag shall not exceed 35 pounds. The Unit Price for Subscribers shall be based upon one container equivalent each week. Ninety-six gallon Toter Carts shall be the exception to the above state weight and volume requirements.

Arrangements for pickup of large or bulky items, such as furniture, white goods, or other special items, will be made by Subscribers by calling the Contractor forty-eight hours prior to the day of collection unless otherwise arranged by the Contractor. Subscribers will be limited to one large item per quarter without additional charge.

Yard Waste that is co-mingled with other forms of Solid Waste will be collected with the regular pickups at no additional charge. Any branches or brush commingled with other forms of Solid Waste shall be no more than four feet in length. Christmas trees will be collected at no additional charge.

Ownership and title to all Solid Waste collected by the Contractor shall be with the Contractor.

## **7. PROHIBITED MATERIALS**

Contractor shall not be responsible for collection of any Freon-Bearing Appliances, Lead-Acid Batteries, Liquid Wastes, Scrap Tires, Source-Separated Yard Waste or materials defined as "Hazardous Waste" or "Infectious Waste" as defined in the Ohio Revised Code or U.S.C.F.R.

## **8. SPILLAGE**

The Contractor shall not litter premises or streets in the process of making collections, nor allow any Solid Waste to blow or fall from any vehicle used for collection. Each such vehicle shall be equipped with tools to be used to clean up any spillage. Waste Containers shall be placed on the residents or businesses properties with lids in place and in a neat and orderly manner.

## **9. COLLECTION ROUTE**

The Contractor shall submit to the Township a route plan and collection schedule within fifteen (15) working days after the award of the Contract for approval and/or modification.

## **10. HOURS OF OPERATION**

Collection of Solid Waste shall be conducted on a weekly basis. Collection shall be conducted on a weekday, and shall commence no earlier than 5:00 am, and shall be concluded no later than 5:00 pm.

## **11. HOLIDAYS**

The Bidder must identify on the Bid Form the days designated as legal holidays for its employees and/or any days on which pickup will not follow the regular schedule. The Bidder must specify how pickups scheduled for each such holiday will be conducted.

## **12. OFFICE**

The Contractor shall maintain an office and shall establish a toll-free telephone number or a local telephone number for the communication of any and all complaints or other required business communication for use by the Township and Subscribers between the hours of 8:00 a.m. to 4:00 p.m. during the weekdays. Any and all complaints shall be recorded in writing, and given prompt and courteous attention by the Contractor. Complaint records are to be maintained for ninety (90) days and a copy shall be forwarded to the township for review by the township trustees or their representative.

## **13. COLLECTION VEHICLES**

All collection vehicles used to provide services to the Township shall be manned by **sufficient crew who are qualified and licensed as required by law** to drive and to load **waste safely and efficiently**. Each vehicle will be identified with the Contractor's (or Subcontractor's name for emergency purposes) name and telephone number in legible letters on both sides of the vehicle. If a subcontractor's truck is used, notification must be made to the Township immediately by phone or fax, and followed by a hard copy. No vehicle shall be loaded beyond its rated capacity or the posted legal load limit. All vehicles shall be equipped with a backup alarm.

## **14. DISPOSAL FACILITIES USED**

Contractor will deliver collected Solid Wastes only to a permitted, licensed solid waste facility that is operating in substantial compliance with all federal, state, local laws, ordinances, and/or regulations that pertain to that facility. The selection and use of any disposal facility is within the sole discretion of the Contractor, who shall provide with the Bid a list of the disposal facilities to be used, and letters confirming that the facility is in substantial compliance with all applicable laws and regulations, and will accept all Solid Wastes collected from the Township pursuant to the terms of the Contract for a period of at least eighteen (18) months. If at any time during the term of the Contract, the Contractor makes any changes in the listing of disposal facilities which may be used to render the services required by the Township, the Contractor shall obtain from the new facility and provide to the Township by fax and followed with a hard copy, a letter from the disposal facility in substantially the same form as the letters provided with the initial Bid, prior to the delivery of any Solid Wastes to a new disposal facility. In the event of emergency or temporary use by the Contractor of any disposal facility that is not on the list provided to the Township by the Contractor, the Contractor will provide written notice of the dates of use and name of that facility within seven (7) days to the Township. Furthermore, the facility or facilities must be designated by the SouthEastern Ohio Joint Solid Waste Management District and have proof of and maintain a contractual obligation with the SouthEastern Ohio Joint Solid Waste Management District for the entire period of the Contract.

## **15. BILLING**

The Unit Price for Subscribers shall be based upon the Subscription Plan selected by the Subscriber from the three available subscription plans listed on the Bid Form. Subscription Plans will provide for Unit Price based on whether the Subscriber selects a plan that allows for one container each week, two or three containers each week, or unlimited containers each week, with one large or bulky item allowed each month for each Subscriber on each plan.

Charges for Collection and Disposal Service for Residential Solid Waste shall not exceed the Unit Prices specified in the Bid Form and the Contract Documents, which may only be adjusted in accordance with the provisions for the Modification of Rates, Paragraph 20 in these Specifications.

The Contractor will be responsible for billing and collecting the Unit Price from each Subscriber. Billing and collection costs should be included in the Unit Price. Bills shall be submitted to each Subscriber on a quarterly basis (every three months) for a three-month period. The three-month billing statement shall be for one month in arrears, the current month's service and one month in advance. The Contractor shall provide the Township with a proposed billing schedule and bill format within three (3) weeks after award of the Contract for approval and/or modification.

The Contractor shall establish a procedure through which a Subscriber may suspend service for any period of four weeks or more during which the residence will be unoccupied, and shall submit a copy of those written procedures to the Township within three (3) weeks of award of the Contract for approval and/or modification. The Contractor shall not bill or collect the Unit Price during any period when service is suspended in accordance with those procedures.

If the Contractor fails to collect waste from any Subscriber for a period of two (2) weeks, or fails to clean and remove any waste spilled or left on the Subscriber's property or the public right of way adjacent to the Subscriber's property, the Subscriber shall have the right to pro-rate and deduct the cost of the missed

collections from any bills due, except in cases of Force Majeure.

No increase in the Unit Price shall be billed by the Contractor unless he has complied with the provisions of Paragraph 20 of these specifications.

## **16. TRANSITION PERIOD**

The Contractor agrees that all existing prepaid contracts by residents for residential waste service for a period of not more than three months with other service providers will be honored and the paid service provider will be allowed to fulfill the prepaid term of service. Once the prepaid contract is terminated, the Contractor shall agree to bill such customers/subscriber on a monthly basis until which time the account can be accommodated within the Contractor's billing cycle.

Any existing contract for an open-ended period or a period greater than three months that is not paid for the full term of contract and has a cancellation clause shall be canceled by the customer. The existing contract may be honored through the required cancellation period.

In the event that a resident requests weekly service prior to the beginning of the Contract period, the Contractor shall agree to provide such service upon request by the resident with billing based upon a monthly charge on a month-to-month basis. Any charges assessed for services rendered prior to the Contract period shall be at the amount agreed upon by the Contractor and the resident. Upon the effective date of the Contract, the monthly charge for such transition accounts will be the Unit Price as contained in the Contract.

## **17. EXEMPTIONS**

Only the Board of Trustees of Muskingum Township may grant an exemption to a resident of Muskingum Township for not subscribing to the contracted services. Commercial businesses will not be provided exemption, except as provided below for large-scale industrial or commercial sites.

Exemption from the requirement for residential service will be granted to a resident if that resident can document a commercial account with the selected hauler for a commercial dumpster leased or owned by that resident for use at a commercial site at his place of business.

Exemption will also be granted for residents who can establish, to the satisfaction of the Board of Trustees of Muskingum Township, they are disposing of all household waste on their own property without creating a nuisance, health hazard, or water pollution. This Exemption can also be revoked, upon notice to the resident, in the event that the Board of Trustees of Muskingum Township determines that the resident is not disposing of all household waste on their own property.

Exemption may be granted for large-scale industrial or commercial sites with multiple commercial enterprises, subject to criteria developed by the Trustees in cooperation with the hauler.

The Township will provide the Contractor with the name and address of each residence for which an Exemption has been issued.

## **18. SPECIAL ACCOMMODATIONS FOR HANDICAPPED OR INFIRM CITIZENS**

Special accommodations may be made by the Contractor to serve current or future handicapped or infirm residents, such as carry-out service at regular Unit (curbside) Prices. The Contractor may establish procedures,

including the right to request a doctor's certificate to verify such a condition, in order for Township residents to qualify for these special services. The nature and extent of such services shall be in the sole discretion of the Contractor, and any procedures developed by the Contractor to provide such services shall be submitted to the Township for informational purposes. No services contemplated by or provided under this Paragraph shall affect the Unit Price charged to affected residents for collection and disposal services by the Contractor.

## **19. MODIFICATION TO RATES**

Except as provided below, no adjustments to the Unit Price contained in the Bid shall be effective.

Adjustments to the Unit Price may be made only if one of the following occurs:

- (a) A change in Solid Waste Management District Disposal Fee applicable at the disposal facility used by the Contractor,
- (b) A change in State Disposal Fee imposed by the State of Ohio Environmental Protection Agency, or
- (c) A change in the Generation Fee imposed by the SouthEastern Ohio Joint Solid Waste Management District. For purposes of this Contract, that Generation Fee shall be considered to be \$ 2.00 per ton.

Upon receipt by the Contractor of notification of any change in the Fees applicable to the Solid Waste Disposal services provided under the Contract, the Contractor shall provide the Township with the following information:

- (a) the level of the Fee currently in effect,
- (b) the adjusted Fee,
- (c) the date that the adjusted fee becomes effective,
- (d) the resulting effective date and dollar amount of any adjustment in the Unit Price under the Contract.

Any increase or decrease in the fees listed above shall result in a dollar to dollar increase or decrease in the Unit Price for Collection and Disposal Services provided under the Contract. Unit Prices in the Bid are inclusive of all existing Fees for the facilities and services included in the Bid.

## **20. DELINQUENT ACCOUNTS**

The Contractor shall have the right to suspend service for any Subscriber for which payment in full is not received within sixty (60) days after the date of the invoice, The Contractor shall notify the Subscriber and the Township of any account for which payment has not been received within forty-five (45) days of the date of the invoice. Upon notification by the Contractor, the Township will endeavor to help encourage the payment for the delinquent account. If the account remains delinquent on and after the sixtieth day, the Contractor may suspend further pickups for that Subscriber until the account is paid in full, or until arrangements for payment acceptable to the Contractor have been made.

Payment for services rendered to the Subscriber through billing by the Contractor as described in Paragraph 15 is the sole responsibility of the Subscriber receiving service, and nothing in the Bid Packet or the Contract Documents shall be deemed to create any duty on the part of the Township for payment for services rendered.

## 21. TOWNSHIP ASSISTANCE

The Township will furnish the Contractor a list of names and addresses of all known residents and businesses in the unincorporated area of the Muskingum Township for residential and commercial solid waste collection and disposal service under the Contract. The Township will forward the name and address of any new resident or business to the Contractor as soon as the information becomes known to the Township.

The Township will work with the Contractor to encourage prompt and proper payment of accounts and to encourage subscription by all eligible Residential and Commercial Units. The Township will help investigate any suspicions by the Contractor that several households are using the services of one residential account. If such suspicions are confirmed, the Contractor will have the right to either bill the account for multiple-use or to drop service to that account if the practice does not stop. If such multiple or unauthorized use is suspected or observed by the Contractor, he shall provide written notice to the Township immediately.

## 22. INITIAL REGISTRATION OF SUBSCRIBERS

The Contractor will provide for an initial mailing to register Subscribers and to confirm the billing details for the Subscriber. Muskingum Township will publish an article **or notice** in the local newspaper with greatest circulation, "The Marietta Times," and place same on the township's website informing the residents of the details of the pickup and commencement of service.

## 23. INSURANCE

The Contractor shall at all times during the Contract term maintain in full force and effect Employer's Liability, Workman's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. A certificate of coverage for Workman's Compensation insurance, and a letter from the Contractor's insurer certifying that the Contractor has policies in effect for all other required coverages, shall be provided as part of the Qualification Documents for each Bid. The certificates shall provide evidence of the following coverages in the following minimum amounts:

<b>Coverages</b>	<b>Limits of Liability</b>
Workman's Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability (Except automobile)	\$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage Liability (Except automobile)	\$1,000,000 each occurrence \$ 1,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each occurrence \$ 1,000,000 aggregate
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

## 24. PERFORMANCE BOND

The Contractor will be required to furnish a Performance Bond in the amount of \$10,000 as security for the performance of this Contract. If a corporate surety bond is used, the surety on the bond shall be a duly authorized corporate surety company approved to conduct business in the State of Ohio. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Attorneys in fact who sign

performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. The bond will be approved by the Township legal counsel and deposited with the Township Fiscal Officer.

A certified or cashier's check or money order in the amount of \$10,000 made payable to Muskingum Township will be accepted in lieu of a surety bond. Checks and bonds will be returned to Contractor promptly after the completion of the Contract.

The Bond shall be in full force for the duration of the Contract. The Performance Bond shall be forfeited to the Township in the event of a failure to comply with the provisions of this Contract.

## **25. HOLD HARMLESS**

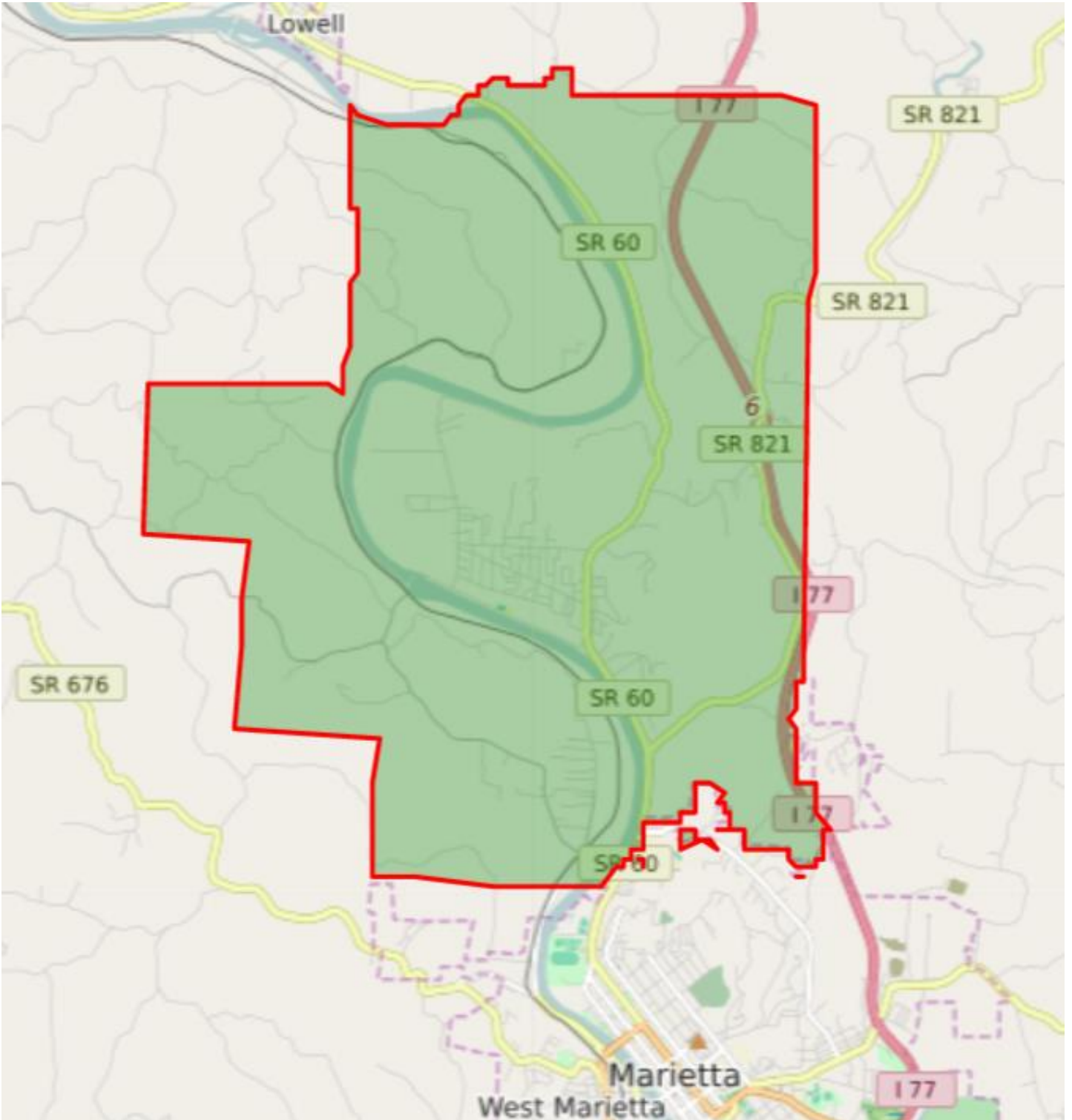
To the fullest extent permitted by law, contractor agrees to indemnify, defend and hold Muskingum Township and its elected and appointed officials, and employees harmless from and against all claims, damages, losses, and expenses for any claims of bodily injury, personal injury, and property damages which (1) are caused whole or part by any action or omission of the contractor or the Contractor's subcontractors or (2) are directly or indirectly arising out of, resulting from or in connection with Contractor's performance under this contract.

## **26. REPORTING**

An annual report will be submitted by the Contractor to the Township within thirty (30) days after the end of each Contract year. The report shall contain the following information: the estimated number of tons of solid waste and recyclables materials collected within the township and the number of Subscribers; the number of delinquent accounts; the name and address of any Subscriber whose service has been suspended due to a delinquency; the number of Exemptions issued; the general nature of complaints received and the resolution of all such complaints.



SPECIFICATIONS - MAP  
MUSKINGUM TOWNSHIP  
WASHINGTON COUNTY, OHIO



## SPECIFICATIONS DEFINITIONS

For purposes of this Bid Packet and the Contract Documents, the following definitions shall apply.

**Addenda:** Any written clarification, explanation, or modification to the Invitations for Bids, Instructions to Bidder, Specifications, Contract, Bid Form, Bonds, Qualification Documents or other Contract Documents issued by the Township, or submitted with the Bid and accepted by the Township.

**Affidavit:** A written declaration under oath.

**Award:** The selection of a Bid and the decision to enter into the Contract with that Bidder.

**Bid:** The Bid Packet, the Qualification Documents, the Contract Documents, and the completed 4-page Bid Form prepared and submitted by the Bidder to the Township. The Bid includes the monthly Unit Price for Residential Collection and Disposal Services and specifies how other requirements of the services to be furnished under the Contract will be satisfied.

**Bid Bond:** A bond from a surety company authorized to conduct business in the State of Ohio, or a certified or cashier's check or money order payable to the Township and providing that, if the Bid is accepted, the Bidder, after the awarding or the recommendation for the award of the Contract, will enter into a Contract in accordance with the Bid and the Contract Documents, and if the Bidder does not sign the Contract, the money promised by the Bid Bond will be forfeited to the Township.

**Bid Form:** The completed 4-page Bid Form included in this Bid Packet.

**Bid Packet:** All information sent by the Township to anyone requesting information on the submission of a Bid for the Collection and Disposal of Residential and Commercial Solid Wastes for the Township. The Bid Packet consists of the Legal Notice and Invitation for Bids, the Instructions to Bidder, the Specifications, the Contract, a Map of the Township, Definitions, the Bid Form, Attachment A which contains samples of the Qualification Documents, and any Addenda issued at a later date to Bidder.

**Bidder:** A person, partnership, corporation, or any other entity that submits a Bid to the Township to perform work under this Contract.

**Bond:** A financial document that promises payment of a specified amount of money if and when certain conditions are met.

**Bulky item:** Any item that is large and difficult to load and compact, such as a couch, large chair, mattress, stove, washer, dryer, or other non-Freon® appliance.

**Co-mingled yard waste:** Yard waste which is enclosed in the same bag or is mixed with other forms of residential Solid Waste.

**Commercial Establishment:** A place of business or a group of four or more Residential Units in a single building. Inclusive of governmental units, schools, hospitals, etc.

**Contract:** The written agreement executed by the Township and the Contractor governing the performance of the Solid Waste and Recyclable Materials Collection and Disposal Services and in

substantially the form contained in the Bid Packet.

Contractor: The person, firm, partnership or corporation which has entered into the Contract with the Township through the Bid process and who is the successful Bidder.

Contract Documents: The Legal Notice and Invitation for Bids, Bid Packet, Instructions to Bidders, Contractor's Bid on the Bid Form, Specifications, the resolution of the Township authorizing the award of the Contract, the Contract, Bonds, the Qualification Documents, Definitions, the Addenda and any changes to the foregoing documents agreed to by the Township and the Contractor.

Disposal Facility: Any site, location, tract of land, installation, or budding used for incineration, composting, sanitary landfilling, or other methods of disposal of solid wastes. (Any disposal facility used by the Contractor must be licensed, permitted or approved by the Ohio EPA for the final disposition of Solid Wastes. Disposal facilities must provide evidence of receipt and maintenance in good standing of all licenses, permits, or other approvals required by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Solid Wastes for final disposition.)

Fees: Charges or taxes assessed by Solid Waste Management Districts and/or the State of Ohio on the disposal or generation of Solid Wastes in Ohio.

Force Majeure: A catastrophe, riot, war, governmental order or regulation, fire, quarantine, accident, act of God or natural disaster beyond the reasonable control of the Contractor or the Township.

Hazardous Waste: Any waste or combination of wastes in solid, liquid, semi-solid, or contained gaseous form which is defined, identified, characterized or designated as hazardous by the United States Environmental Protection Agency, the Ohio Environmental Protection Agency, or any other State agency having jurisdiction by or pursuant to and including, but not limited to, wastes defined as hazardous pursuant to regulations adopted under Chapter 3734 of the Ohio Revised Code.

Indemnify: An undertaking to protect the Township from any liability for claims or damages as a result of the work being done under this Contract.

Infectious Waste: All cultures, infectious agents, biological wastes, specimens, laboratory wastes, pathological wastes, vaccines, and waste materials which have been in contact with humans or animals diagnosed with communicable diseases that are specifically regulated by Chapter 3734 of the Ohio Revised Code and prohibited from direct disposal with other non-infectious Solid Wastes. Wastes from single-family residential dwellings are not considered "infectious waste" unless that residential dwelling, residents or animals therein are under quarantine by the appropriate board of health or agency.

Informality: Any Bid not prepared and submitted in accordance with the provisions of the Bid Packet.

Irregularity: Any alteration, erasure, or interlineations of the Bid Documents.

Liquid Waste: Any waste in liquid form.

Ohio EPA: The Ohio Environmental Protection Agency.

Performance Bond: A Bond from a surety company approved to conduct business in The State of Ohio that is held as a guarantee by the Township that the Contractor will complete the work under the terms of the

Contract and providing for forfeiture of the amount of the bond if the terms of the Contract are not fully performed.

Person: Any individual, partnership, public or private corporation, political subdivision, or other entity.

Qualification Documents: Documents required to be submitted as part of a complete Bid to demonstrate that the Bidder is qualified to do the work and to enter into a Contract with the Township.

Qualification documents include: a Bid Bond, an insurance certificate, a Workman's Compensation Certificate, a notarized statement of equal opportunity employer, a Non-Collusion Affidavit, a Non-Delinquent Property Tax statement, a list of disposal facilities to be used and a letter from each facility, and a list of collection vehicles and equipment used to provide the services required under the Contract.

Recyclable Materials: Materials that can be successfully separated from Residential and Commercial Solid Wastes and recycled rather than landfilled. Recyclable Materials collected in the drop off bins located in the Township or are purposely saved for recycling by Township residents and businesses are not subject to collection as solid waste under this Contract except as provided in the contract agreement. Recyclable materials collection service provided to the Township Trustees designated Residential/Commercial Community Recyclables Drop-off location shall include the following list of materials: **PAPER PRODUCTS:** corrugated cardboard (flattened), pasteboard food & cereal boxes, mail, newspaper including inserts, office paper, shredded office paper, computer paper, brown paper bags, phonebooks, catalogs, & magazines; **PLASTIC BOTTLES AND RIGID CONTAINERS: # 1 THROUGH # 7:** examples include milk bottles, soft drink bottles, plastic beer bottles, laundry detergent, fabric softener, soap shampoo, coffee containers, yogurt cups, snack cups, etc. **ALUMINUM & STEEL FOOD AND BEVERAGE CONTAINERS:** any can that is designed for the containment of food and beverages, regardless of size (empty the cans) including pet food cans. **GLASS FOOD AND BEVERAGE CONTAINERS:** Clear, Green, Blue, and Brown food and beverage containers only. This includes beer and wine bottles, soft drink, bottles, glass food bottles and jars, baby food, and canning (Mason™) jars.

Resident: A person living within the boundaries of Muskingum Township.

Residential Unit: A single-family dwelling, a house or apartment, mobile home or trailer, or other portion of a building with one or more dwelling units grouped under a common roof, where one or more persons live together as one independent family with direct access to a public street or alley. Four or more Residential Units under a common roof without individual curbside or alley access are considered to be a Commercial Establishment.

Residential Solid Waste: Solid waste generated from a Residential Unit.

Sanitary Landfill: An engineered facility where the final disposition of solid waste on or onto the ground is practiced in accordance with Chapters 3745-27 and 3745-37 of the Ohio Administrative Code.

Sham: False or deliberately trying to mislead.

Solid Waste Disposal Services: The collection, receipt, processing, transportation, and ultimate disposition of Solid Waste at a Solid Waste Disposal Facility conducted by one person as a service for another.

Solid Waste Management District: A county which has established a political subdivision by resolution, or joint counties which have entered into an agreement to establish a political subdivision, for the purposes of preparing, adopting, submitting, and implementing a solid waste management plan for the county or joint counties and for the purposes of providing for, or causing to be provided for, the safe and sanitary management

of solid wastes within all of the incorporated and unincorporated territory of the county or joint counties and in compliance with Chapters 343. and 3734. of the Revised Code.

Specifications: The terms and conditions of the work set forth in the Bid Packet to govern the performance of the Solid Waste Collection and Disposal Services under the Contract with the Township. This Information is contained in the Bid Packet under the heading of "SPECIFICATIONS."

Subcontractor: A person, firm or corporation, other than the Contractor, supplying labor, material, equipment, facilities, service, and other items covered by this Contract.

Subscriber: A Resident or Business who registers to receive Solid Waste Collection and Disposal Services pursuant to the terms of this Contract.

Surety: A person, firm, or corporation that guarantees payment of a promised amount.

Transfer Facility: A site, location, tract of land, installation, or building used for the purposes of transferring solid wastes that are generated off the premises from vehicles or containers into other vehicles or containers for transportation to a solid waste disposal facility or a recycling facility.

Township: The Township of Muskingum, County of Washington, State of Ohio.

White Goods: Stoves, refrigerators, water tanks, washing machines, and other large metal appliances with weights or volumes greater than those accommodated by bins or containers.

Yard Waste: Solid waste that includes only leaves, grass clippings, brush, garden waste, tree branches, holiday trees, and prunings from trees or shrubs.

**CONTRACT**  
**COLLECTION AND DISPOSAL SERVICE FOR RESIDENTIAL SOLID WASTE**

WHEREAS, the Contractor did on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, submit a Bid to provide Collection and Disposal Service for Residential and Commercial Solid Wastes, including recycling, within the boundaries of Muskingum Township and to perform such work as may be incidental thereto;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the exclusive privilege for the Collection and Disposal Services of Residential and Commercial Solid Wastes from residential dwellings and businesses located within the territorial jurisdiction of the Township Of Muskingum for a period from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_\_\_,
2. The Contractor will furnish at his own cost all personnel, labor, equipment, trucks, and all other items necessary to provide Collection and Disposal Services for Residential Solid Wastes as specified and to perform all the work called for and described in the Contract Documents for the Unit Price contained in the Bid for every Subscriber within the Township. The Contractor will provide for sufficient crew to collect residential waste safely and efficiently under this Contract.
3. The Contractor shall conduct all operations under this Contract in compliance with all applicable laws, regulations, and local ordinances. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to this Contract throughout, and they will be deemed to be included in the Contract as though written out in full in this Contract.
4. In connection with the performance of the work outlined in this Contract, the Contractor shall not discriminate against any employee, applicant for employment, or householder because of race, sex, age, disability, ancestry, creed, color, religion, national origin, or any other classification protected by law.
5. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
  - a. The Legal Notice of Invitation for Bids
  - b. The Instructions to Bidders
  - c. The Contractor's Bid as submitted in the completed 4-page Bid Form
  - d. The Specifications
  - e. The Resolution of the Township ordering or authorizing the work and services herein
  - f. The Performance Bond
  - g. The Contract
  - h. Any written Addenda to the foregoing documents issued by the Township prior to the date scheduled for opening the Bids and any subsequent Addenda agreed to by the parties hereto
  - i. The Qualification Documents
  - j. Definitions
6. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party

from any obligation of the Contract Documents except as specifically provided for in such amendment.

7. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents, and provide Certificates of Insurance.

Neither the Contractor nor the Township shall be liable for the failure to perform any duties imposed by the Contract Documents if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, quarantine, accident, act of God, ("Force Majeure") beyond the reasonable control of the Party. Should any Force Majeure event occur which will interfere with or impede performance of the Parties' obligations hereunder, the Party claiming the protection provided by this paragraph shall promptly inform the other Party, in writing, of the nature of such Force Majeure event, the anticipated length of any interpretation or impediment, and all steps being taken to correct or overcome such Force Majeure event. Should any Force Majeure event cause an interruption in the provision of Collection and Disposal Services for Residential Solid Wastes for more than ten (10) days, the Township shall have the right to terminate this Contract and effectuate any and all remedies provided under the Contract Documents or otherwise available under law.

9. The Contractor shall indemnify and save harmless the Township, its officers, employees, and agents from all claims, suits or actions of every kind and character made upon or brought against the Township, its officers, employees and agents, including any claim of strict liability, for or on account of any injuries or damages received or sustained by any party or parties or upon any property by or from the acts of the Contractor or its servants, agents, and subcontractors, for or by or in consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission arising out of the performance of this contract, whether or not such injuries to persons or damage to property are due or claimed to be due to any negligence of the Contractor, his employees, his agents or servants, and also from all claims of damage for infringement of any patent in fulfilling this Contract.

10. In the event that any provision or portion of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

11. The Township shall have the power of termination if the Contractor fails to comply with the provisions outlined in the Contract Documents. If the Township determines that the Contractor is not complying with the terms of the Contract Documents, it may terminate the Contract by giving the Contractor thirty (30) days notice by certified mail. The Township may pursue any other lawful remedy instead or in addition as necessary.

12. The Contractor shall have the power of termination if the number of delinquent accounts for which service has been suspended, the number of exemptions issued, and/or the number of eligible residences not subscribing for service with the Contractor reaches 25% of the total residential dwellings eligible for service, provided that the Contractor has provided the Township with a written list of the names and addresses of all such accounts and cases. The Contractor shall notify the Township of its intention to terminate the Contract thirty (30) days in advance by certified mail and shall include a complete listing of the delinquent accounts, exemptions, and non-Subscribers for documentation that such cases total 25% of all eligible accounts. The Township shall return the Performance Bond to the Contractor within thirty days after termination of the Contract provided none has been or will be obligated for liquidated damages.

The Township, its successors and assigns, and the Contractor for themselves, their successors, executors, administrators and assigns, have bound themselves to their part of this agreement. Neither the Township nor the Contractor shall assign, submit or transfer its interest in this agreement without the written consent of the parties

hereto.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals.

TOWNSHIP OF MUSKINGUM, OHIO  
Washington County, State of Ohio

By: \_\_\_\_\_  
(President of the Board)

Witness: \_\_\_\_\_

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

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

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

Witness: \_\_\_\_\_

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

Effective date: \_\_\_\_\_

Approved as to form: \_\_\_\_\_  
Township Legal Counsel



REQUIRED QUALIFICATION DOCUMENTS

**COLLECTION AND DISPOSAL SERVICES FOR  
RESIDENTIAL & COMMERCIAL SOLID WASTE AND RECYCLING  
MUSKINGUM TOWNSHIP  
WASHINGTON COUNTY, OHIO**

- A-1 Non-Collusion Affidavit
- A-2 Delinquent Property Tax Statement
- A-3 Equal Opportunity or Nondiscrimination Affidavit
- A-4 Insurance Requirements Certificate
- A-5 Copy of Workman's Compensation Certificate
- A-6 Bid Bond and Performance Bond
- A-7 List of Disposal Facilities to be Used and Letter from Each
- A-8 Letter from Disposal Facility
- A-9 List of Collection Equipment and Vehicles

QUALIFICATION DOCUMENTS  
A-1 NON-COLLUSION AFFIDAVIT  
MUSKINGUM TOWNSHIP / WASHINGTON COUNTY

STATE OF \_\_\_\_\_

I, \_\_\_\_\_ being duly sworn, do depose and say that I am  
\_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of  
\_\_\_\_\_, the party making the foregoing Bid; that such Bid is not  
made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization,  
or corporation, that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly  
colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, or that any one  
shall refrain from submitting a Bid; that said Bidder has not in any manner, directly or indirectly, sought by  
agreement, communication or conference with anyone to fix the Bid price of said Bidder or of any other Bidder,  
or to fix any overhead, profit, or cost element of such Bid price, or of that of any other Bidder, or to secure any  
advantage against the Township awarding the Contract or anyone interested in the proposed contract; that all  
statements contained in such Bid are true; and, further, that said Bidder has not, directly or indirectly, submitted  
their Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative  
thereto, or paid and will not pay any fee or anything of value in connection therewith, to any corporation,  
partnership, company, association, organization, depository, public official, or to any member or agent thereof,  
or to any other individual except to such person or persons who have a partnership or other financial interest  
with said Bidder in their general business.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of 20\_\_\_\_\_.

(SEAL)

Notary Public in and for \_\_\_\_\_

COUNTY OF \_\_\_\_\_, STATE OF \_\_\_\_\_

My commission expires \_\_\_\_\_, \_\_\_\_\_

QUALIFICATION DOCUMENTS

A-2 AFFIDAVIT OF CONTRACTOR OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES  
As referenced in O.R.C. 5719.042

STATE OF OHIO:

TO: MUSKINGUM TOWNSHIP  
Washington County, Ohio

The undersigned, being first duly sworn, having submitted a Bid to you for the COLLECTION AND DISPOSAL SERVICE FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE AND RECYCLING hereby states that we are not charged at the time the Bid is submitted with any delinquent personal property taxes on the general tax list of personal property of Washington County. In consideration of the award of Contract for the above-mentioned project, this sworn statement is to be incorporated in said Contract as a covenant of the undersigned.

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

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_

(SEAL)

Notary Public in and for \_\_\_\_\_

COUNTY OF \_\_\_\_\_, STATE OF \_\_\_\_\_

My commission expires \_\_\_\_\_, \_\_\_\_\_

QUALIFICATION DOCUMENTS

A-3 AFFIDAVIT OF CONTRACTOR OF NON-DISCRIMINATION  
As referenced in O.R.C. 153.59

STATE OF OHIO

TO: MUSKINGUM TOWNSHIP  
Washington County, Ohio

The undersigned, being first duly sworn, having submitted a Bid to you for the COLLECTION AND DISPOSAL SERVICES FOR RESIDENTIAL AND COMMERCIAL SOLID WASTES hereby states that we are an Equal Opportunity Employer and, in the hiring of employees for the performance of work under this Contract or any subcontract, or any person acting on our behalf, shall not, by reason of race, creed, sex, disability as defined by R.C. 4112.01, or color, discriminate against any citizen of the state in the employment of labor or worker who is qualified and available to perform the work to which the employment relates, that we, no subcontractor, nor any contractor, subcontractor or person on our behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, disability as defined by R.C. 4112.01, or color.

In consideration of the award of Contract for the above-mentioned project, this sworn statement is to be incorporated in said Contract as a covenant of the undersigned.

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

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_

(SEAL)

Notary Public in and for \_\_\_\_\_

COUNTY OF \_\_\_\_\_, STATE OF \_\_\_\_\_

My commission expires \_\_\_\_\_, \_\_\_\_\_

QUALIFICATION DOCUMENTS

A-4 INSURANCE CERTIFICATE

TO: MUSKINGUM TOWNSHIP.  
Washington County, Ohio

FROM: \_\_\_\_\_

INSURED BIDDER: \_\_\_\_\_

This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in full force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given by our office to the Fiscal Officer of Muskingum Township, Ohio

Coverages	Limits of Liability
Employer's Liability	\$1,000,000
Bodily Injury Liability (Except automobile)	\$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage Liability (Except automobile)	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

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

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

INSURER: \_\_\_\_\_

DATE: \_\_\_\_\_

## QUALIFICATION DOCUMENTS

### A-5 WORKERS COMPENSATION CERTIFICATE

The Contractor shall obtain and maintain adequate Worker's Compensation Insurance for all employees. In order to comply with this requirement, the Contractor shall furnish the Muskingum Township with a copy of the Workers Compensation Certificate signed by the Ohio Industrial Commission showing that the Contractor has paid required industrial insurance premiums. Further, the Contractor shall annually supply an updated Certificate to the Board of Trustees, and any failure to provide such proof of insurance shall be considered a breach of the Contract.

Please enclose a copy of Bidder's Workers Compensation Certificate signed by the Ohio Industrial Commission or your state's Workers' Compensation Agency showing that the Bidder has paid required industrial insurance premiums.

QUALIFICATION DOCUMENTS

A-6 BID BOND & PERFORMANCE BOND  
{Performance Bond, upon signature of contract}

Bidders shall furnish a Bid Bond in the amount of \$10,000 payable to the Township and providing that, if the Bid is accepted, the Bidder, after the awarding or the recommendation for the award of the Contract, will enter into a Contract in accordance with the Bid and the Contract Documents, and if the Bidder does not sign the Contract, the money promised by the Bid Bond will be forfeited to the Township

The Contractor shall furnish a performance Bond in the amount of \$10,000, which shall be forfeited to the Township in the event of a failure to comply with the provisions of this Contract. Such Bond will be approved by the Township's legal counsel and deposited with the Township Fiscal Officer. The Bond shall be in full force for the duration of the Contract. A certified or cashier's check or money-order in the amount of \$10,000 made payable to Muskingum Township will be accepted in lieu of a surety bond. The check or bond will be returned to the Contractor promptly upon completion of the Contract.

The bonds shall be in substantially the following forms:

**(Bid Bond)**

"KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ as principal and \_\_\_\_\_ as sureties, are hereby held and firmly bound unto Muskingum Township, Washington County, Ohio, as obligee in the penal sum of \$10,000 (ten thousand dollars) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for \_\_\_\_\_

Now, therefore, if Muskingum Township accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, and specifications; and in the event the principal pays to Muskingum Township ten per cent of the penalty hereof; or in the event Muskingum Township does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to Muskingum Township the difference not to exceed ten per cent of the penalty hereof between the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if Muskingum Township accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein."

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Principal: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Surety: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**(Performance Bond)**

"KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ as principal and \_\_\_\_\_ as sureties, are hereby held and firmly bound unto Muskingum Township, County of Washington, State of Ohio, in the penal sum of \$10,000 dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ enter into a contract with Muskingum Township, which said Contract is made a part of this bond the same as though set forth herein;

Now, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by the Board of Township Trustees, Township of Muskingum be done and performed according to the terms of the said Contract; we agreeing and assenting that this undertaking shall be for the benefit of Muskingum Township herein; 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 the obligation as herein stated.

The surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the Contract shall in any way affect the obligation of the surety on its bond."

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Principal: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Surety: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_



QUALIFICATION DOCUMENTS

A-7 DISPOSAL FACILITIES TO BE USED

Bidders shall submit a list of disposal facilities to be used by the Bidder and a letter from each stating that the facility is in compliance with all laws, regulations, and local ordinances that govern that facility. And, furthermore, that the facility is designated by the SouthEastern Ohio Joint Solid Waste Management District and has proof of and maintains a contractual obligation with the SouthEastern Ohio Joint Solid Waste Management District for the entire period of the Contract.

The letter from each shall also state that the Bidder may use that facility for the disposal of solid waste collected in Muskingum Township pursuant to the Contract for the period of time expressed in the Contract. A copy of a suitable letter follows. A copy of a suitable letter follows.

INDICATE BY A "X" THAT DISPOSAL FACILITY LETTER IS ATTACHED

1. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_
  
2. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_
  
3. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_
  
4. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_

(Copy this page for additional facility listings, if necessary)

QUALIFICATION DOCUMENTS

A-8 LETTER FROM DISPOSAL FACILITY

(Printed on letterhead of Facility)

DATE: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

This letter is to serve notice that:

NAME OF FACILITY: \_\_\_\_\_

SOLID WASTE FACILITY ID #: \_\_\_\_\_

COUNTY: \_\_\_\_\_

STATE: \_\_\_\_\_

is in substantial compliance with all laws, regulations, and local ordinances that govern the facility. And, furthermore, that the facility is designated by the SouthEastern Ohio Joint Solid Waste Management District and has proof of and maintains a contractual obligation with the SouthEastern Ohio Joint Solid Waste Management District for the entire period of the Contract.

Barring any unforeseen events, it is the intention of the facility to remain in operation and compliance with all laws, regulations, and local ordinances that govern the facility for a period of at least \_\_\_\_\_ ( ) months and that (Name of Bidder) may use this facility to dispose of all residential wastes collected for at least that period of eighteen months.

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

NAME: \_\_\_\_\_

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

COMPANY: \_\_\_\_\_

(Corporate or Public Owner of Facility)



REQUIRED BID DOCUMENTS

**COLLECTION AND DISPOSAL SERVICES FOR  
RESIDENTIAL & COMMERCIAL SOLID WASTE AND RECYCLING  
MUSKINGUM TOWNSHIP  
WASHINGTON COUNTY, OHIO**

- B-1 Bid Signature Page
- B-2 Collection and Disposal Services
- B-3 Addenda
- B-4 Residential Services – Solid Waste and Curbside Recycling
- B-5 Residential Services – Solid Waste and Dedicated Site Recycling
- B-6 Commercial Services – Solid Waste
- B-7 Commercial Services – Recycling
- B-8 Arrangement for commercial pickups that fall on holidays



BID FORM

B-2 COLLECTION AND DISPOSAL SERVICES  
RESIDENTIAL AND COMMERCIALSOLID WASTE  
MUSKINGUM TOWNSHIP, WASHINGTON COUNTY, OHIO

Please fill in all information in ink or by typewriter.

TO: Muskingum Township  
Washington County, Ohio

Bid of:

COMPANY NAME: \_\_\_\_\_

CHIEF EXECUTIVE OFFICER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

PROJECT CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for "Bid for Collection and Disposal Services for Residential and Commercial Solid Waste" for Muskingum Township, does hereby offer to perform such services on behalf of the Township, of the type and quality in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates (expressed in words and figures) hereinafter set forth.

The undersigned hereby proposes and agrees, if this Bid is accepted, to enter into a Contract within forty-five (45) days to furnish said services.

The undersigned, as Bidder, declares that the only person, persons, company or parties interested in the Bid are named in the Bid. The Bidder also acknowledges that he/she has or his/her representative has made such investigations as are necessary to determine the character and extent of the work and agrees that if this Bid is accepted he/she will contract with the Board of Trustees of Muskingum Township in the form of the Contract hereto annexed, to provide the necessary labor, materials, machinery, tools, and apparatus, and to do all the work required to complete the Contract according to the requirements of the Township as herein and hereafter set forth.



BID FORM

B-4 RESIDENTIAL SERVICE + CURBSIDE RECYLYING

**All Bidders are required to submit Unit Prices for Items A, B, and C below.** The Contractor will provide one pickup for each subscriber per week. Unit Prices are for one month's service for each Subscribed Household Account **and include one large or bulky item each calendar quarter at no additional charge per subscriber.** Each collection vehicle must have a **crew sufficient to drive the truck and to collect and load waste under the contract safely and efficiently.**

**REQUIRED UNIT PRICES FOR CONTRACTOR BILLING:** Contractor shall be solely responsible for all billing and collection of accounts, including delinquent accounts:

- A. Unit Price to each Subscribed Household Account in Dollars per Month for **one, thirty-five gallon container per week**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_                      \_\_\_\_\_ dollars and \_\_\_\_\_ cents
  
- B. Unit Price for each Subscribed Household Account in Dollars per Month for **two to three, thirty-five gallon containers per week**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_                      \_\_\_\_\_ dollars and \_\_\_\_\_ cents
  
- C. Unit Price for each Subscribed Household Account in Dollars per Month for **an unlimited number of containers each week**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_                      \_\_\_\_\_ dollars and \_\_\_\_\_ cents
  
- D. Unit price for each Subscribed Household Account in Dollars per Month for each **96 gallon Toter Waste Container including Toter Cart Rental Charge.**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_                      \_\_\_\_\_ dollars and \_\_\_\_\_ cents
  
- E. Unit price for each Subscribed Household Account in Dollars per Month for each **96 gallon Toter Waste Container (Toter Cart owned or provided by Subscriber).**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_                      \_\_\_\_\_ dollars and \_\_\_\_\_ cents
  
- F. **Cost for additional 35 gallon bag.**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_                      \_\_\_\_\_ dollars and \_\_\_\_\_ cents
  
- G. **Bulky Item Charge (FURNITURE & BEDDING) - (in excess of allowable limit)**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_                      \_\_\_\_\_ dollars and \_\_\_\_\_ cents
  
- H. **Bulky Item Charge (FREON BEARING APPLIANCES) - (in excess of allowable limit)**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_                      \_\_\_\_\_ dollars and \_\_\_\_\_ cents





BID FORM

B-5 RESIDENTIAL SERVICE + DEDICATED SITE RECYCLING (TWO LOCATIONS)

**All Bidders are required to submit Unit Prices for Items A, B, and C below.** The Contractor will provide one pickup for each subscriber per week. Unit Prices are for one month's service for each Subscribed Household Account **and include one large or bulky item each calendar quarter at no additional charge per subscriber.** Each collection vehicle must have a **crew sufficient to drive the truck and to collect and load waste under the contract safely and efficiently.**

**REQUIRED UNIT PRICES FOR CONTRACTOR BILLING:** Contractor shall be solely responsible for all billing and collection of accounts, including delinquent accounts:

- A. Unit Price to each Subscribed Household Account in Dollars per Month for **one, thirty-five gallon container per week**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_ dollars and \_\_\_\_\_ cents
  
- B. Unit Price for each Subscribed Household Account in Dollars per Month for **two to three, thirty-five gallon containers per week**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_ dollars and \_\_\_\_\_ cents
  
- C. Unit Price for each Subscribed Household Account in Dollars per Month for **an unlimited number of containers each week**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_ dollars and \_\_\_\_\_ cents
  
- D. Unit price for each Subscribed Household Account in Dollars per Month for each **96 gallon Toter Waste Container including Toter Cart Rental Charge.**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_ dollars and \_\_\_\_\_ cents
  
- E. Unit price for each Subscribed Household Account in Dollars per Month for each **96 gallon Toter Waste Container (Toter Cart owned or provided by Subscriber).**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_ dollars and \_\_\_\_\_ cents
  
- F. **Cost for additional 35 gallon bag.**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_ dollars and \_\_\_\_\_ cents
  
- G. **Bulky Item Charge (FURNITURE & BEDDING) - (in excess of allowable limit)**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_ dollars and \_\_\_\_\_ cents
  
- H. **Bulky Item Charge (FREON BEARING APPLIANCES) - (in excess of allowable limit)**  
(In numbers)                      (In words)  
\$ \_\_\_\_\_ dollars and \_\_\_\_\_ cents



**BID FORM**  
**B-6 COMMERCIAL SERVICE – SOLID WASTE DISPOSAL SERVICE**

**SIZE OF CONTAINER**

<b>COMMERCIAL</b>	(1)	(1)	2	4	6	8	20	30	40	42			
	35 Gal.	96 Gal..	CUBIC YARDS  Including Rental	CUBIC YARDS  Including Rental	CUBIC YARDS  Including Rental	CUBIC YARDS  Including Rental	CUBIC YARDS  Including Rental	CUBIC YARDS  Including Rental	CUBIC YARDS  Including Rental	CUBIC YARDS  Including Rental	CUBIC YARDS  Compactor Including Rental		
1 pick up													
2 pick ups													
3 pick ups													
4 pick ups													
5 pick ups													
6 pick ups													
7 pick ups													
Each additional pickup over 7 pick ups													

**BID FORM**  
**B- 7 COMMERCIAL SERVICE – RECYCLING SERVICE**

**SIZE OF CONTAINER**

<b>COMMERCIAL</b>	(1) 35 Gal.	(1) 96 Gal..	2	4	6	20	30	40	42			Including Rental
			CUBIC YARDS  Including Rental	CUBIC YARDS  Including Rental	CUBIC YARDS  Including Rental	CUBIC YARDS  Including Rental	CUBIC YARDS  Including Rental	CUBIC YARDS  Including Rental	CUBIC YARDS  Including Rental	CUBIC YARDS  Compactor Including Rental		
1 pick up												
2 pick ups												
3 pick ups												
4 pick ups												
5 pick ups												
6 pick ups												
7 pick ups												
Each additional pickup over 7 pick ups												



