

**Granville Township  
Licking County  
2009**

**Proposal and Specifications for**

**RESIDENTIAL REFUSE, RECYCLING AND  
YARDWASTE COLLECTION**

Legal Notice  
Solid Waste & Recycling Collection & Treatment

The Board of Granville Township Trustees, Granville OH (Licking County) is seeking bids for an exclusive contract for the collection, transportation and disposal of residential garbage/refuse, recyclables and yard waste within the unincorporated areas of Granville Township, Licking County Ohio. If awarded, the contract period shall be from April 1, 2009 through March 31, 2012.

Sealed bids, labeled "Refuse Bid" will be received by the Granville Township Fiscal Officer, Norman Kennedy, at Box 315, Granville OH 43023-0315 on or before January 27, 2009. Bids and contract documents must be provided in both paper and electronic medium, readable in standard WORD or XLS format as applicable. In the alternative bids may be delivered in a sealed envelope labeled "Refuse Bid" to the regular township meeting on January 28, 2009 until 7:00PM, at the McPeck Lodge, 3447 Raccoon Valley Rd, Granville OH 43023 at which time all bids will be opened and read aloud. Bids received after the above times will not be considered. Bids may be held for a period of up to 60 days after opening.

Bidding and contract documents maybe obtained by contacting the Township Fiscal Officer at 740 587 3885 or via email ([BusinessOffice@GranvilleTownship.org](mailto:BusinessOffice@GranvilleTownship.org)). It is the requester's responsibility to request documents in sufficient time to complete and return them by 7:00PM on January 28, 2009 as indicated above.

The Township Trustees reserve the right to waive informalities and to reject any and all bids, waive any technical requirements, and to accept any bid which is deemed by the Board of Trustees to be the most responsive and responsible bidder.

Each bidder must deposit with the bid, securities in the amount and subject to the conditions provided in the Information for Bidder.

Norman S. Kennedy  
Granville Township Fiscal Officer  
xx/xx/xxx Sentinel

## INFORMATION FOR BIDDERS

### 1. Receipt and Opening of Bids

The Granville Township Trustees, Licking County, Ohio (herein after called the "Township") invites bids for an exclusive contract for the collection, transportation and disposal of residential garbage/refuse, recyclables and yard waste within the unincorporated areas of Granville Township.

Bids and contract documents, which must be provided in both paper and electronic medium, readable in standard WORD or XLS format as applicable, will be received in a sealed envelope labeled "Refuse Bid" by the Fiscal Officer of Granville Township, at Box 315, Granville, Ohio, 43023-0315 until January 27, 2009 or in the alternative bids may be delivered in a sealed envelope labeled "Refuse Bid" to the regular township meeting on January 28, 2009 until 7:00PM, at the McPeck Lodge, 3447 Raccoon Valley Rd, Granville OH 43023 at which time all bids will be opened and read aloud. Bids received after the above times will not be considered. Bids may be held for a period of up to 60 days after opening.

The Township may waive informalities and reject any and all bids. The Township reserves the right to hold bids for a period of sixty (60) days after the opening for evaluation of both the bids and contracts. The award of the contract may be made at anytime during that period. The Township may waive any technical requirements and accept any bid which is deemed by the Board of Granville Township Trustees to be the most responsive and responsible. No bid will be allowed to be withdrawn for any reason after it has been deposited with the Township. Any bid received after the time and date specified will not be considered.

### 2. Preparation of Bid

Each bid must be submitted on the forms provided and in electronic medium readable in standard WORD or XLS format as applicable. All blank spaces for bid prices must be filled in, in ink or typewritten. No additional prices or qualifying clauses shall be written except as allowed in Section 19 Bid Price of the Specifications.

Each bid must be submitted in a sealed envelope bearing on the outside the designation "Refuse Bid" and the name and address of the Bidder. If forwarded by mail, the sealed envelope containing the bid must be in another envelope addressed as specified in Section 1.

3. Bid Modifications

Any bidder may modify his/her/its bid by written communication, provided such written communication is received by the Township prior to the scheduled closing time for receipt of bids. The written communication shall not reveal the bid price but shall provide addition or subtraction or other modification so that the final prices and terms will not be known by the Township until the sealed bid is opened.

Conditional bids will not be accepted.

4. Proposal Bond

Each bid must be accompanied by a letter of credit, or cashiers check, equal to seventy-five thousand dollars (\$75,000), or a bid bond for seventy-five thousand dollars (\$75,000), prepared on the form of bid bond as required by Ohio Revised Code § 153.54, et. seq., duly executed by the bidder as principal and having as surety thereon a surety company approved by the Board of Trustees. Such checks or bid bonds will be returned to all except the three lowest bidders within the three days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Board of Trustees and the accepted bidder have executed a contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney. If the successful bidder fails or refuses to execute and deliver the Contract, insurances and performance bond required within ten (10) days after the Bidder has received notice of the acceptance of his/her/its bid, the bid guarantee deposited with the bid shall be forfeited to the Township as liquidated damages for such failure or refusal.

5. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

6. Qualification of Bidder

In addition to the "Statement of Qualifications" in the Proposal, the Township may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Township all such information and data for this purpose that the Township may request. The Township reserves the right to reject any bid if the evidence submitted or investigation of the Bidder fails to satisfy the Township that such Bidder is properly qualified to carry out the obligations of the Contract.

7. Conflict of Interest

No officer, member or employee of the Township and no member of its governing body shall have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

8. Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code (a/k/a H.B. 694)

Bidders must complete and submit with their bid documents an Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code.

9. Discrimination

The successful Bidder or any person acting on the successful Bidder's behalf shall not, by any reason of race, color, religion, sex, age, handicap, ancestry, national origin or any other classification protected by applicable law, discriminate against any individual in the employment of laborers or workers who are qualified and available to perform the work to which the employment relates. Further, the successful bidder shall not discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, handicap, ancestry, national origin, or any other classification protected by applicable law. The Contract may be canceled or terminated by the Township for violation of the terms of this section of the Contract.

10. Laws and Regulations

All applicable Federal, State, and local laws, resolutions, rules and regulations shall apply to the Contract entered into by the Township and successful bidder.

11. Contract Term

It is anticipated that the contract term shall be from 12:01 A.M. on April 1, 2009 until midnight on March 31, 2012.

12. Contract

The successful bidder shall be required to execute a written Contract in the form attached hereto within ten (10) days after its award and shall furnish a \$100,000 performance bond at that time for the faithful performance of said contract.

13. Award of the Contract

The Contract will, if let, be awarded to the most responsive and responsible bidder as determined by the Township.

14. Estimated Users

The estimated number of subscribers in the Granville Township Unincorporated Areas for 2008 is approximately 1,800. Upon award of the contract, the Township will provide the successful bidder with a list of names and addresses of the residential households of the unincorporated areas of the township, as reflected in the records of the Licking County Board of Elections. This list is the best and most current information the Township has available, but may not be all inclusive. It is strongly suggested that the Contractor perform routine route audits to confirm the number of homes and addresses. In the event the Contractor determines that there are new or additional homes within the contact area, the Contractor will add those homes to the collection routes and billing, under the same terms as conditions as specified in the Contract. The Contractor must notify the Township in writing of their intention to do so and include the address and name of the resident.

15. Notification to the Residents

The Township will notify the residents at the addresses provided to the Contractor of the new solid waste regulations and the name, address and phone number of the successful bidder. It shall be the responsibility of the Contractor to then notify the residents of the details associated with the collection of the various materials including information about the day of collection, types of material collected, availability of containers, service locations, materials not collected, how to obtain a senior citizen discount, how to obtain rear door service, the methods of reaching the contractor and so forth.

16. Information to be Submitted with Bid

1. Evidence of permanent place of business and adequate service equipment
2. Proposal
3. Proposed Route Plan and Collection Schedule
4. Indemnification Agreement
5. A Statement of the Bidders Environmental and Compliance policies
6. Non-Collusion Affidavit
7. Delinquent Personal Property Tax Affidavit
8. Evidence of available Land Fill or other means of disposal for the term of the contract
9. Statement of Qualifications
10. Proof of Insurance and Worker's Compensation Coverage
11. Acknowledgement of the receipt of any Addenda should they occur
12. Proposal Bid Bond, or cashier's check in the amount of seventy-five thousand dollars (\$75,000).
13. Findings for Recovery Affidavit
14. Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code.
15. Evidence of and possession of all licenses and or permits required to provide the services.

If a person, firm or corporation contemplating the submission of a Bid for this Contract is in doubt as to the true meaning of any part of the Specifications or other Contract Documents; such prospective Bidder may submit to the Township a written letter to Granville Township, Box 315, Granville OH 43023-0315 or email ([BusinessOffice@GranvilleTownship.org](mailto:BusinessOffice@GranvilleTownship.org)) requesting an interpretation thereof. The person, firm or corporation submitting the request shall be responsible for its prompt delivery. Interpretations will be made only by a memorandum duly issued by the Township, and a copy of such memorandum will be mailed or delivered to each person securing a set of Contract Documents, provided that a sufficient period of time is available for the issuance and delivery of such memorandum prior to required receipt of Bids.

17. Accounting for Recyclable Materials

Bidders must provide a plan on how the bidder plans to deal with recyclable materials, including method of collection and ultimate treatment of materials.

# SPECIFICATIONS

1. Statement of Intent

The Board is soliciting Bids with the intent of entering into an exclusive Contract for the collection, transportation and/or treatment of residential garbage/refuse, recyclables and yard waste in the unincorporated areas of the Township. These Specifications set forth all conditions and requirements of the Contract to be entered into by the Township.

2. General Provisions

The Contractor shall provide weekly collection and treatment of garbage/refuse, recyclables and yard waste from Residential premises within the boundaries of the unincorporated areas of the Township and shall transport such garbage and refuse to an approved landfill or other lawful disposal or treatment point. All recyclable material must be recycled in an appropriate manner approved by the Board of Trustees. Yard waste must be composted or treated in a manner approved by law. Residents are not required to have garbage collection, but if they do then they must use the Township approved Contractor.

3. Indemnification

The Contractor shall indemnify and save harmless the Board of Trustees of Granville Township and all its members, agents, officers, employees, and representatives from any and all claims, damages, or causes of action arising out of, caused by, or as a result of the Contractor's operations and duties under the Contract.

4. Definitions

The following definitions are adopted for the purpose of these Specifications:

"Board" means the Board of Trustees of Granville Township, Licking County, Ohio.

"Contract" means the contract for the collection and treatment of garbage/refuse, recyclables and yard waste entered into the by the Township on behalf of the unincorporated areas of the Township and based on the Specifications herein provided.

"Contractor" means the provider of services to the unincorporated areas of the Township for the collection and treatment of residential garbage/refuse, recyclables and yard waste pursuant to the Contract with the Township for such services. As used in these specifications "Contractor" also means the employees, agents and representatives of the provider of such services

"Garbage" includes all putrescible wastes including vegetable and animal offal but excludes recognizable industrial by-products

"Household hazardous waste" shall mean those items defined as household hazardous waste by the USEPA or the OEPA and shall include paint, gasoline, pesticides, cleaners, etc., that can cause injury or are harmful to people and the environment.

"Recyclables"—The Contractor shall provide, at the rate stated in the bid to the residents that subscribe to such service, "unlimited co-mingled" collection of recyclable materials.. These materials shall include newspapers, glass, metal, plastics, and other recyclable commodities agreed upon by the Contractor and the Board of Trustees. The Contractor shall not dispose of recyclables that are separated from other garbage, trash and refuse in a landfill or other disposal facility and should recycle them in an appropriate manner.

The Contractor shall also collect recyclable materials if it co-mingled by the resident with garbage, trash and refuse. The Contractor may, but is not required to, separate such co-mingled recyclables and may dispose of them in a landfill.

"Refuse" includes non-putrescible, non-liquid waste, such as ashes, cinders, tin cans, glass, bottles, rags, waste paper, wood, paper boxes. "Refuse" does not include yard waste or large household objects such as earth, sand, bricks, stone, plaster, or other substances that may accumulate as a result of building construction, remodeling, or alterations, or inoperable household appliances, which items are separately addressed elsewhere in these Specifications.

"Residential premises" includes all single family and two family dwellings located within the unincorporated areas Granville Township where either individuals or families dwell for a continued period of time

"Township" means Granville Township, Licking County, Ohio.

"Trustees" and "Fiscal Officer" are those elected officials serving Granville Township

"Unincorporated areas of the Township" means the unincorporated areas of Granville Township from time to time (therefore, not including the Village of Granville, which is the incorporated area of Granville Township) and includes all residential premises located in that area.

"Yard Waste"—The Contractor shall provide unlimited collection of yard waste including grass clippings, bush and shrub cuttings, leaves, tree limbs, garden growth and other natural materials at no extra cost.

5. Bond

The Contractor shall furnish to the Board a bond in the amount of one hundred thousand dollars (\$100,000), precedent to initiating service under the Contract. This bond shall be kept in force in the original amount for the entire term of the contract. This bond shall be available to compensate the Board for damages resulting from the Contractor's failure to perform fully all the services required under the conditions of the Contract, including the obligation to indemnify the Board for all costs and damages.

The bond shall be provided by a surety company with a minimum policy holder's rating of A+ and a minimum financial rating of AAA and in all other respects be acceptable to the Board.

In the alternative, the Contractor may post a \$100,000 bank cashier's check payable to Granville Township. This cashier's check is to be held during the term of the Contract or unless forfeited to the Township under the terms of these specifications.

6. Insurance

The Contractor shall carry sufficient automobile, public liability and property damage insurance to protect the Contractor, the Township, the Township Trustees and the Township Fiscal Officer, as named insured's, from claims for personal injury and property damage that may arise from the operations undertaken pursuant to the Contract. Each of such policies of insurance shall provide coverage in the following minimum amounts: For personal injury: \$1,000,000.00 each person and \$3,000,000.00 each occurrence; for property damage: \$1,000,000.00 for each occurrence. Certificates of insurance acceptable to the Board shall be filed with it at the time the Contract between the Township trustees and the Contractor is executed. The certificates shall contain provision that coverage's afforded under the policies shall not be canceled or reduced until at least thirty (30) days after written notice has been given to the Board. The Township, Township Trustees and Township Fiscal Officer shall be included as named insured on all the insurance policies required hereby.

Before beginning work under the Contract, the Contractor shall furnish to the Board satisfactory proof of coverage for workers' compensation insurance for all persons employed directly by the Contractor or through subcontractors in order to carry out the operations contemplated under the Contract.

7. Workmanship

All work and operations performed by the Contractor, subcontractors or any agents or employees in connection with the Contract shall be performed in a careful, competent and workmanlike manner and in accordance with the terms of the Contract and all applicable laws, rules and regulations, including, but not limited to, the rules and regulations of, Granville Township, Licking County, the State of Ohio and the United States of America.

8. Collection Vehicles

The Contractor shall use enclosed, leak proof, packer type truck bodies for the collection of garbage and refuse. The trucks shall be kept in good and efficient working order to ensure proper and efficient service to the residents of Granville Township. Each vehicle shall be clearly and visibly marked on each side with the name and telephone number of the Contractor. All equipment shall be maintained in good condition and washed and painted uniformly.

9. Exclusive Privilege

The Contractor shall have the exclusive privilege of collecting and treating garbage/refuse, recyclables and yard waste from residential premises in the “unincorporated areas of Granville Township” for the duration of the Contract. Effective April 1, 2009 any hauler or person other than the Contractor providing collection, transportation, and/or disposal services of residential garbage/refuse, recyclables and yard waste within the “unincorporated areas of Granville Township” shall be subject to the fines and penalties provided in Ohio Revised Code §505.27 (A)(2)(b).

10. Collection

The Contractor shall collect garbage/refuse, recyclables and yard waste from all residential premises in the unincorporated areas of the Township once each week on a single day, provided that the collection day shall be the same for all residences within the unincorporated areas of the Township and that all material is collected on the same day. The Contractor may submit an alternate bid that allows the Contractor to break the Unincorporated Areas of the Township into two specific districts and collection may be performed over a two day period so long as all material is collected on the same day within each district. The Contractor shall submit a route plan and collection schedule to the Board within thirty (30) days after the award of the Contract for approval and/or modification.

The Contractor shall not begin any collection day before 6:00 A.M. nor continue past 7:00 P.M. No collection shall be conducted on Saturday or Sunday without the express written consent of the Board, unless Saturday collection is necessitated as a result of a holiday or extreme weather.

Certain areas and roads may only be used for collection between the hours of 10:00 A.M. until 2:30 P.M. and these include:

1. State Route 661
2. Welsh Hills Road
3. New Burg Street
4. Burg Street
5. State Route 37
6. State Route 16

Collection shall not be postponed longer than one (1) to three (3) days due to extreme winter weather and any such postponement shall be subject to the discretion of the Board of Trustees or the designee of the Board of Trustees.

Observed holidays shall be New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a collection day falls on a holiday, collection shall be one business day later than the regularly designated collection day.

11. Letter to Board

At the beginning of the Contract and in the first week of April of each subsequent year, the Contractor shall provide a letter to the Board including the following information:

1. Day or days of collection as provided for in the bid or alternate bid
2. Observed holidays and alternative day of collection;
3. A Proposed Route Plan and Collection Schedule
4. Itemized list of materials that cannot be collected;
5. Disposal and treatment facilities to be used in the subsequent contact period.
5. Contractor's provisions for collection of miscellaneous materials;
6. Household hazardous waste disposal sites;
7. The names of contractors qualified to remove chlorofluorocarbons from appliances;
8. The cost of extra service for pick-up of materials not included under the terms of the Contract;
9. The telephone number(s) to call for extra service, complaints and missed collections.

12. Service Conditions

The Contractor shall maintain telephone facilities for the receipt of participants' complaints on working days from 8:00 A.M. to 5:00 P.M. When complaints requiring the attention of the Contractor are received by the Board, the Board shall notify the Contractor of such complaints in a courteous manner. All complaints, including complaints regarding material missed in regular collections, shall be resolved by the end of the next business day following the receipt of the complaint. When a complaint is received on a working day preceding a holiday or a Saturday, it may be serviced on the next working day.

Each month the Contractor shall supply the Board with copies of all complaints, or listing of complaints received by telephone or email and indicate the disposition of each complaint including the day and the hour on which it was resolved. Such records shall be available for the Board's inspection at all times during regular business hours.

The Contractor shall tag items or containers left at Residential Householders that cannot be collected as set forth in the Contract. The tag shall be a two-part tag. One part of the tag shall be attached to the items or containers that cannot be collected and state the reason for non-collection and the other part shall be retained by the Contractor. Each month the Contractor shall supply the Board with a list of all the addresses that had material that was tagged for non-collection during the month and the reason why.

13. General Conditions

The Contractor shall assign a qualified person or persons to be in charge of operations in the unincorporated areas of the Township and shall provide the name of such person or persons to the Board.

The Contractor shall provide training in operation safety for all personnel. Each collection crew shall be equipped with a first aid kit.

A strike will not relieve the Contractor from any of the obligations imposed by the Contract.

The Contractor shall not subcontract or assign responsibilities for collection within the unincorporated areas of the Township without the express written consent of the Board.

The Contractor shall provide at least a 10% senior citizen discount to all residential households where at least one resident is age 65 or older and properly provides the contractor with documentation of that fact.

The Contractor shall provide each household that subscribes to recycling collection with a container for recyclable materials of sufficient size to accommodate the material at no additional charge. The container shall be standard in type and size and be a distinctive color.

There shall be no fuel cost increases added by Contractor during the term of this contract unless the Alternate Bid referred to in item 19 is accepted by the Board.

14. Pick Up Location

The Contractor shall make pick-ups at the curb line, edge of pavement, edge of alleys, or alternative areas. Notwithstanding the foregoing, in cases where physical impairment of the resident is established by a physician's certification, garage-side or backdoor pickup shall be performed by the Contractor at the established rate for curbside service. Garage-side pickup means the Contractor shall collect all garbage, trash, refuse, recyclables and yard waste at a location other than at the curbside, as described above, which is mutually agreed upon by the handicapped resident and the Contractor. The resident should submit such proof of impairment to the Contractor and the Contractor will oblige the resident by collecting the material at a location convenient to the resident. In the event there is a dispute as to whether a resident shall be serviced Garage-Side the Trustees shall decide.

15. Collection Conditions

The Contractor shall provide sufficient equipment of a type to provide pick-up service for all garbage/refuse, recyclables and yard waste from all residential premises of the unincorporated areas of the Township and transportation of such materials to a landfill or other approved site for disposal or treatment.

The Contractor is responsible for cleaning up all leaks and spills of garbage refuse and litter and shall also be responsible for the clean up of all hydraulic or other fluids leaked or spilled from collection vehicles. All such clean ups are required to be performed as soon as possible but in any case such clean up shall be commenced within eight (8) hours.

16. Collection Containers

The residents of each residential premise shall provide suitable collection containers for garbage and refuse. Containers shall be rust resistant, water tight, nonabsorbent and easily washable with close fitting lids. These containers shall not exceed thirty-three (33) gallons in capacity and when filled, shall not exceed fifty (50) pounds in weight. All containers shall have handles. Plastic bags shall not be greater than thirty-three (33) gallons in capacity and shall not be filled beyond the weight capacity of the bag and shall be securely closed. This clause shall not apply to optional wheeled carts supplied by the Contractor.

The Contractor shall exercise reasonable caution in handling containers to avoid damaging the containers. Empty containers shall be placed in an upright position at the location where they were picked up. Containers substantially damaged through the fault of the Contractor shall be replaced

by the Contractor with containers of like kind and quality to those damaged.

The Contractor shall tag all containers which are unauthorized or unserviceable and which do not have serviceable handles for lifting and carrying, have holes in the bottom or are otherwise not suitable for use. Such tags shall list the reason why the container is unusable.

The Contractor shall offer to Householders as an option the use of a 90 to 95-gallon container with wheels (also known as a "Toter") that may be rolled to the curbside by the resident if the Householder chooses to pay an extra charge for the wheeled cart.

17. Garbage and Refuse

All garbage and refuse placed in acceptable containers shall be collected by the Contractor except those materials exempted or subject to special treatment under these Specifications.

The Contractor shall not be required to collect animal waste unless it is wrapped and is undetectable by odor.

Refuse of a commercial nature, such as automobile or truck parts; tree trunks, large tree stumps; and earth, sand, bricks, stone, plaster, ashes or other substances that maybe accumulated as a result of building construction, remodeling, alterations and/or yard removal shall not be picked up under the contract. Collection of significant quantities of this type of material shall be classified as extra service and may be handled by the Contractor to the Residential Premises at rates specified by the Contractor with payment made by the resident directly to the Contractor. The conditions and rates for such extra service pick up shall be stated in the Letter to the Board, together with the telephone number to use to request such extra service.

Miscellaneous materials (more than one man size and/or weighing in excess of fifty (50) pounds) such as hot water tanks, sinks, toilets, stoves, mattresses, couches, chairs, etc., shall be collected at no additional charge. The Contractor shall state in the Letter to the Board the method for collection of miscellaneous materials.

White goods are refrigerators, icemakers, window air conditioners, freezers, and other items that contain chlorofluorocarbons (CFC) refrigerant. All white goods are classified as miscellaneous material only after the CFC has been removed and evidence or documentation of the removal has been attached to the appliance. White goods without such CRC removal tag shall be tagged by the Contractor with contact information for a vendor who is qualified to removal such CFCs.

Household hazardous or Hazardous waste shall not be collected by Contractor. In the Letter to the Board the Contractor shall advise the Board of locations that will accept hazardous waste.

If whole waste tires and/or lead acid batteries are restricted from the land fill, the Contractor is not required to pick up these items. In the Letter to the Board the Contractor shall advise the Board if such items will not be collected.

18. Service to Township

The Contractor shall provide the following services, free of charge, to the Township:

1. Fire Department , 133 N Prospect, Granville OH 43023 - 4 Wheeled carts
2. Roads Department, 57 Westgate Dr. Newark, OH 43055 – 1-8 cu. yd container
3. McPeck Lodge, 3447 Raccoon Valley Rd, Granville OH 43023 – 3 Wheeled carts
4. Raccoon Valley Park, River Rd, Granville OH 43023 – 1-8 cu. Yd container

These pickup locations are subject to change during the term of the contract. The Contractor shall empty each of these dumpsters on each collection day, or as otherwise provided by the Board, and transport the contents to an authorized disposal site along with residential materials.

The Township has a Spring Cleanup where residents may bring bulky materials to a central location for a week in the spring. The Township will utilize thirty (30) yard roll off containers for this purpose and will require these containers to be serviced without charge, on a timely basis, no more than 5 times during the week of the cleanup. There is to be no charge for drop-out or pickup of such containers.

19. Bid Price

The bid price must be one price per residential premises, from April 1, 2009 through March 31, 2012 and include all fees and charges. The bidder should submit one price for refuse/trash including yard waste collection and another price for recycling collection. A separate price should be included for Senior Citizens, and a monthly rental price for carts should also be included.

In the event that the Board extends the term of this Contract for an additional three (3) years, as it may do pursuant to Section 23, the bid price during such extended term shall be such price to which Contractor and the Board may agree, but not to exceed 110% of the bid price for the original Contract term.

The bid price should be a three-year fixed price. Bidder may choose to submit an alternate bid which allows for a rate adjustment for fuel costs. The bidder may also include an alternate bid that allows for collection to occur over a two day period as described in Item 10. The alternate bid that allows for a fuel

adjustment should completely describe the mechanics of such an adjustment. The Board may consider only the two alternate bids mentioned above, in Item 13 and Item 10, but is under no obligation to do so. The alternate bid or bids should be submitted in a similar format to the primary bid, but labeled alternate and include the requested support material. The alternate bid or bids may be submitted individually or as a combination of the two options, so long as the bid is properly labeled and the bidder's intentions are clear.

20. Billing and Charges

The Contractor shall be responsible for billing and collecting the bid price from each residential household. Billing and collection costs should be reflected in the bid price.

The charge, which shall be the bid price, shall be prepaid by each residential household every three (3) months or any part thereof upon inception of service. If a residential premises is to be vacant for at least thirty (30) days, garbage and refuse collection service may be suspended for the period during which the premises is vacant by notifying the Contractor at least seven days (7) days in advance of the dates during which the service is to be suspended. If the Contractor is so notified, no charge shall be assessed for the suspension or restart of service. The Contractor will notify the residents as to the appropriate method of notification to request suspension and restart of service.

The Contractor shall be responsible for collection of fees for extra services not covered by the Contract.

21. Performance Bond or Cashier's Check

Successful bidder shall provide a bank cashier's check in the amount of \$100,000 payable to Granville Township or bond drawn on a surety acceptable to Granville Township for the benefit of Granville Township in the amount of \$100,000; to be held by Granville Township during the term on this contract. The Performance Bond or Cashier's Check is subject to forfeiture if the trash hauling contract is canceled for cause.

22. Termination for Cause

If the Board determines that, after a fair evaluation and due notice to the Contractor to cure, the Contractor is not performing the duties of the Contract consistent with the terms and obligations set forth herein or if the Board receives, as it may determine, excessive complaints from the residents regarding service issues that remain unresolved within the guidelines contained herein, the Board may cancel the Contract upon thirty (30) days written notice to the Contractor. Provided that, prior to any such a determination by the Board, the Contractor has been offered the opportunity to present evidence to the Board regarding the performance of Contractor hereunder, then any determination of the Board in this regard may be made in the sole discretion of the Board, and the Board shall have no liability to the Contractor for such determination or for termination of this Contract. Upon such cancellation, the Board may pay or reimburse Township residents

all or part of the costs incurred by the Board or by Township residents to obtain a new service provider for the services required of Contractor under this Contract, and Contractor agrees to indemnify the Board for the cost of all such payments or reimbursements, up to the amount of the bond or cashier's check provided under this contract.

23. Termination and Optional Renewal

The Contract term shall be for a three (3) year period commencing at 12:01 A.M., April 1, 2009, continuing until March 31, 2012.. At the discretion of the Board, and prior to the date of termination, the contract may be extended in accordance with the requirements of paragraph 19.

Not later than ninety (90) days prior to the termination date, the Board may provide Contractor written notice of its desire to extend the term of the contract. Within 30 days of the delivery of such notice, Contractor shall identify whether it agrees to the extension of the term and shall propose a new bid price to apply during the extended term, which new bid price shall not exceed 110% of the bid price applicable during the initial term. If such price and extension is acceptable to the Board, the parties shall amend this contract in writing to identify the rate applicable during the extended term; and the Contract will thereafter terminate at the expiration of the extension term. If the Board chooses not to extend the Contract for any additional terms, the Contract will expire at midnight on March 31, 2012.

24. Additional Provisions.

a. This Contract, and the terms and specifications thereof, may be changed only in a writing signed by the Board of Trustees and the Contractor.

b. To the extent not prohibited by law, Board and Contractor agree that the state courts located in Licking County, Ohio, shall be the exclusive tribunals for the determination of disputes regarding the application and performance of the parties hereunder, except to the extent that the enforcement of this Contract is the subject of a mandatory claim or counterclaim in actions brought elsewhere.

c. Contractor agrees to provide all services required hereunder as an independent contractor and not as an agent, servant or employee of the Board. Contractor shall have exclusive control of, and the exclusive right to control the details of the services and work required under this Contract in accordance with the terms hereof. Nothing herein shall be construed as creating a partnership or joint venture between the Board and the Contractor. No person performing any services described herein shall be considered an officer; agent, servant or employee of the Board of Trustees, and no such person shall be entitled to any benefits available or granted to employees of the Board or the Township.

# PROPOSAL BOND

(Not to be filled out if cashier's check is submitted)

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

\_\_\_\_\_ as principal, and

\_\_\_\_\_,  
as sureties, are held and firmly bound unto the Trustees of Granville Township, Licking County, Ohio, in the sum of seventy-five thousand dollars, (\$75,000), for the payment of which, well and truly to be made, hereby jointly bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

The condition of this obligation is such that if the Proposal submitted by the principal to the Board of Granville Township Trustees, Licking County, Ohio, for residential garbage, refuse, curbside recycling and yard waste collection, transportation and disposal is accepted and a contract awarded to the above-named principal then said principal shall in writing within ten (10) business days after the award of said work, enter into a contract in writing with the Board of Granville Township Trustees, Licking County, Ohio. Should the Principal fail to enter into such contract in writing within ten business days, then the Proposal Bond shall be forfeited to the Board of Granville Township Trustees as compensation for damages associated with failure to enter into such contract.

Signatures:

Principal \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Surety \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

# PROPOSAL

**TO: BOARD OF GRANVILLE TOWNSHIP TRUSTEES  
LICKING COUNTY, OHIO**

The undersigned hereby proposes and agrees, if this proposal is accepted, to enter into a Contract to furnish all labor, materials and equipment for the collection, transportation and disposal of all garbage, trash, refuse, yard waste and recyclable materials from residential premises within the unincorporated area of Granville Township in accordance with the Advertisement (Notice to Bidders), Information for Bidders, Contract and Specifications therefore (the "Contract Documents") and to furnish a bond or bank cashier's check satisfactory to the Board of Granville Township Trustees in the amount of one hundred thousand dollars, (\$100,000), as a guarantee for the faithful performance and adherence to the Contract and Specifications; for the following rate:

Refuse Garbage Trash and Yard Waste

Monthly unit cost for each residential household:

\$ \_\_\_\_\_

Monthly unit cost for each residential household (Senior Citizen):

\$ \_\_\_\_\_

Recycling

Monthly unit cost for each residential household:

\$ \_\_\_\_\_

Monthly unit cost for each residential household (Senior Citizen):

\$ \_\_\_\_\_

Monthly unit cost for wheeled cart (95 Gallon minimum)

\$ \_\_\_\_\_

The undersigned, as bidder, declares that bidder is the only person, persons, company or parties interested in the Proposal and that he/she has carefully examined the Contract Documents. The bidder also acknowledges that he/she 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 Proposal is accepted he/she will contract with the Board of Granville Township Trustees, in the form of the contract hereto attached to provide the necessary labor, materials, machinery, tools and apparatus, and to do all of the work required to complete the Contract according to the requirements of the Township as herein and hereafter set forth.

Name of Company:

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Signature

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Printed name

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Title

Other Interested Parties:

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Date

# CONTRACT

This contract is made this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the Board of Granville Township Trustees, Licking County, Ohio (the “Board”) and \_\_\_\_\_ (the “Contractor”).

WITNESSETH:

The Contractor hereby agrees to furnish at Contractor’s own cost and expense all equipment, labor and materials for the collection, transportation and disposal of all garbage, trash, refuse, yard waste and recyclable materials of residential householders according to Advertisement (Notice to Bidders), Information for Bidders, Specifications, Proposal, Proposal Bond, Contract and Performance Bond (the “Contract Documents”) therefore, which are on file in the Granville Township offices, and which are by reference made a part of this Contract and attached hereto.

All of the equipment, labor and materials shall be furnished according to the Contract Documents and to the satisfaction of the Board, at the price set forth in the accompanying Proposal, which is made a part of this Contract.

The Board, in consideration of the full and faithful performance of the provisions herein, agrees that it will grant to the Contractor the exclusive right to collect garbage, trash, refuse, yard waste and recyclables from residential households in the unincorporated area of Granville Township for a period from April 1, 2009, to March 31, 2012,; with an option to extend the contract until midnight; March 31, 2015) upon the mutual agreement of both the Contractor and the Board.

It is mutually agreed that the Board shall have the power of termination of this contract if the Contractor fails to comply with the provisions outlined in the Contract Documents. If the Board 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. Upon such termination the Contractor shall forfeit its Performance Bond to the benefit of Granville Township.

The Board, its successors and assigns, and the Contractor for themselves, their successors, executors, administrators and assigns, have bound themselves to their part of this contract.

Neither the Board nor the Contractor shall assign, submit or transfer its interest in this agreement without the written consent of the parties hereto.

IN TESTIMONY WHEREOF, the said parties hereunto set their hands on the date above written.

GRANVILLE TOWNSHIP:

\_\_\_\_\_  
Granville Township Trustee Chair

\_\_\_\_\_  
Granville Township Trustee Vice-Chair

\_\_\_\_\_  
Granville Township Trustee

Attest: \_\_\_\_\_  
Norman Kennedy, Fiscal Officer

CONTRACTOR:

\_\_\_\_\_

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

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

(Contractor must indicate whether a Corporation, Partnership, Company or Individual)

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Now comes the undersigned being \_\_\_\_\_, (hereinafter the “Undersigned)

The Undersigned agrees to indemnify and hold harmless the Township and each member of the Board of Trustees and Fiscal Officer of the Township and each officer, employee or agent of said Board (and their heirs, executors and administrators) who is made a party or is threatened to be made a party to any litigation, action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a trustee, officer, employee or agent of the Board or is or was serving at the request of the Board, against expenses, attorney’s fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding in connection with any of the activities of trash, recycling, and yard waste removal and disposal service by the Undersigned, or his designee, employee, agent, assign or contractor including, but not limited to, any negligent or intentional act which results in any harm or damage to another or to property of another in connection with the garbage, trash, refuse, yard waste and recyclable collection, transportation and disposal in unincorporated area of Granville Township. The foregoing right of indemnification shall not be exclusive of other rights or remedies to which such Board or Township official, employee or agent (or their heirs, executors and administrators) may be entitled.

The Undersigned:

\_\_\_\_\_

\_\_\_\_\_ print name

\_\_\_\_\_ Company

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009

Seal of Notary

My Commission expires\_\_\_\_\_.

# NON-COLLUSION AFFIDAVIT

**State of Ohio**

**County of Licking**

**Bid**

**Identification** \_\_\_\_\_  
\_\_\_\_\_

Contractor \_\_\_\_\_  
\_\_\_\_\_

Being first duly sworn, deposes and says that he is \_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of the party making the foregoing bid, such bid is not made in the interest of or on the 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 induced or solicited any other bidder to put in a; false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed 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 public body 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 his 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 in connection therewith, to any corporation, partnership, company association, organization, bid depository, or to any member of agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed \_\_\_\_\_

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

(seal of Notary)

My commission expires \_\_\_\_\_.

**DELINQUENT PERSONAL PROPERTY TAX  
AFFIDAVIT**

State of Ohio

County of Licking

Bid Identification:

\_\_\_\_\_

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

\_\_\_\_\_

BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT HE IS

\_\_\_\_\_

(Sole owner, partner, president, etc.)

Under oath, pursuant to Section 5719.042 of the Ohio Revised code, that at the time the BID was submitted, our company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Licking County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Licking County, Ohio, the amount of sum due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be as set forth below.

A copy of this statement shall be transmitted by the Fiscal Officer to the County Treasurer within 30 days of the date it is submitted.

Amount of Delinquent Personal Property Tax

\$ \_\_\_\_\_

Penalties \$ \_\_\_\_\_

Interest \$ \_\_\_\_\_

Signed: \_\_\_\_\_

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

Company: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_ 2009\_

Seal of Notary:

My Commission Expires: \_\_\_\_\_

**FINDING FOR RECOVERY AFFIDAVIT**

State of Ohio,

County of Licking:

Bid  
Identification: \_\_\_\_\_  
\_\_\_\_\_

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

BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT HE  
IS \_\_\_\_\_ (Sole  
owner, partner, president, etc.)

Under oath, pursuant to Section 9.24 of the Ohio Revised  
Code, that at the time this BID was submitted, your  
company was not the subject of an unresolved finding for  
recovery issued by the Auditor of the State of Ohio.

Signed: \_\_\_\_\_

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

Company \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_ 2009

(Seal of Notary)

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13  
OF THE OHIO REVISED CODE (A/K/A H.B.694)**

State of Ohio  
County of \_\_\_\_\_

Personally appeared before me the undersigned, as an individual or as a representative of

\_\_\_\_\_ for a contract for \_\_\_\_\_, Residential

Refuse, Recycling and Yard Waste Collection

(Individual Name or Name of Entity)

(Type of Product or Service)

to be let by Granville Township in Licking County, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of themselves or of the business entity:

1. That none of the following has individually made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000 to any member of the Board of Granville Township Trustees or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have collectively made since January 1, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following collectively will make, beginning on the date

the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000 to any member of the Board of Granville Township Trustees or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

Signature \_\_\_\_\_

Title:

\_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 2009.

Seal

Notary public

\_\_\_\_\_

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