

# CITYWIDE WASTE AND RECYCLING COLLECTION SERVICES

Bids due: August 27, 2020 @ 10 a.m.

**Submitted By:** 

Company Name		
Street Address		
City	State	Zip
Contact Person	Phone No.	Email Address

# City of Tallmadge Department of Public Service Invitation to Bid

Sealed proposals will be accepted in the Public Service Department, City of Tallmadge, 46 North Avenue, Tallmadge, Ohio, 44278 until 10:00 a.m. Thursday, August 27, with bids being opened immediately thereafter in the Council Chambers of the Municipal Building for:

#### <u>CITYWIDE WASTE AND RECYCLING COLLECTION SERVICES</u>

It is the intent of the City of Tallmadge (the City) to establish a contract to assure efficient and aesthetic operation of the collection and disposal of residential garbage/rubbish and recycling materials in the City of Tallmadge for the residents of the City of Tallmadge as outlined in the proposal document. The successful bidder shall be required to collect residential solid waste and recyclable materials on a weekly basis. The term of the contract will be for 54 months beginning Year 1 (January 1, 2021- June 30, 2022), Year 2 (July 1, 2022 – June 30, 2023) Year 3 (July 1, 2023 – June 30, 2024) and Year 4 (July 1, 2024 – June 30, 2025).

The City seeks proposals for providing unlimited once per week pick-up of household solid waste for a flat fee. The successful bidder shall also provide for the collection of recyclable material. Collection of recyclable materials shall be through a separate collection of recyclable materials. Also, the contractor shall provide pick-up of large items, such as appliances, furniture, etc. as provided herein.

Detailed information, proposal forms and complete specifications may be obtained from the City of Tallmadge website at https://www.tallmadge-ohio.org.

Bidders shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, and expertise to perform the services required by these specifications. No contract will be awarded to any bidder who as determined by the City has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization and equipment to conduct and complete the services in strict accordance with the specifications.

Bidders must use the forms available on the website as no other will be accepted. Proposals must include a price for each item in the Bid Proposal form. Incomplete proposals will be considered informal and will not be considered. Each bid must contain the full name of every person or company participating in the bid.

A bid bond equal to 100% of the bid for the first 18 month contract period or a certified check, cashier's check, or a letter of credit in the amount of 10% of the bid to be held as guarantee that in the event a contract is awarded to the bidder, such contract will be duly executed, and its performance properly secured. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

The award of this contract shall be to the lowest and best bidder. The City of Tallmadge reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Tallmadge.

The bidder is responsible for monitoring the above-named website for any official addenda.

Please contact Linda Poinar in the Public Service Department at <a href="mailto:lpoinar@tallmadge-ohio.org">lpoinar@tallmadge-ohio.org</a> if you have any questions regarding this bid.

Michael Rorar Director of Public Service Ordinance 48-2020

#### **Published in the Akron Beacon Journal:**

August 12, 2020 August 19, 2020

#### **Table of Contents and Bidder's Checklist**

A complete bid packet will consist of the items listed below.

Complete this checklist to confirm the items required in your bid. Place a checkmark or "X" next to each item that you are submitting to the City of Tallmadge. Failure to submit the listed documents may be cause for rejection of your bid. This checklist should be returned with your bid.

 Cover sheet (Page 1)
 Invitation to Bid (Page 2-3)
 Table of Contents (Page 4)
 Section I: Instruction to Bidders (Pages 5 - 6)
 Section II: Bid Forms (Pages 7 - 21)
Bid Form List
Bid Form 1: Note
Bid Form 2: Bid Guaranty and Contract Bond
Bid Form 3: Non-Collusion Affidavit
Bid Form 4: Statement of Non – Liability for Delinquent Personal Property Taxes
Bid Form 5: Statement of Liability for Delinquent Personal Property Taxes
Bid Form 6: Certification of Drug Free Workplace
Bid Form 7: Affidavit in Compliance with Section 3517.13
Bid Form 8: Independent Contractor Anti-Bias Disclosure
Bid Form 9: Certification of No Personal Interest
Bid Form 10: PERS Independent Worker/ Contractor Acknowledgment Form
Bid Form 11: OPERS Form
 Section III: Bid Specifications (Pages 22 - 31)
 Section IV: Proposal and Signature Page (Page 32)
 Sections V: Proposal for Low Volume Bulk Items (Pages 33)
 Section VI: Tallmadge Codified Ordinance (Page 34)
 Section VII: Equipment List (Page 35)
 Section VIII: Bidder References (Page 36)
 Section IX: Experience of Management/ Supervisory Personnel (Page 37)
 Section X: Recyclables Accepted (Page 38)
Section XI: Recycle and Dump Site Facilities (Page 39)

#### SECTION I: INSTRUCTIONS TO BIDDERS

All pages of the Bid Proposal, Specifications and Contract Documents must be intact and included in the bid submittal. Bidders must use the forms provided on the City of Tallmadge website as none other will be accepted.

The City of Tallmadge does encourage bidders to submit all bid forms with their bids.

Submit all bids to the City of Tallmadge Public Service Department, 46 North Avenue, Public Service Department, Tallmadge, Ohio 44278 according to the instructions in the Invitation to Bid posted on the City of Tallmadge's website at https://www.tallmadgeohio.org

Bids should be in a sealed envelope marked with project title and the name and address of bidder and reach the Public Service Department, no later than 10:00 a.m. on Thursday, August 27, 2020. The Public Service Department copy machine time stamp is the official time used for the deadline of the submission of bids. The City will disqualify any bid not received on or before 10:00 AM local time on Thursday, August 27, 2020.

The City reserves the right to waive any informality in any proposal, and to reject any or all bids. The City also reserves the right not to enter into a contract as a result of this invitation for bid.

All addendums will be posted on the City website through Vendor Registry. It is the bidder's responsibility to check this site on a regular basis. The City will not be responsible for any information not viewed by bidders. All bidders should register with <a href="https://www.vendorregistry.com">www.vendorregistry.com</a> so that the City has all the necessary vendor information.

In reviewing bids to determine who is the lowest and best, the City will take into consideration the extent to which the bid conforms to the bid specifications and the qualifications of the bidder to satisfactorily implement the requirements of the Contract. The City specifically reserves the right to reject any bids for which the bidder fails to demonstrate the ability to provide the service required in a responsible manner.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Tallmadge may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Bid will be awarded to the lowest and best bidder. The City will be the judge of the factors and will make the award accordingly. Should the successful bidder not be able to provide the required services, the City reserves the right to request service from other sources.

After award of the bid, by the City of Tallmadge, the successful bidder will receive an official award notification from the City. The signed contract will represent agreement

between the City and the successful bidder (all terms of the bid specifications and any applicable addenda will apply).

The Contractor shall be required to furnish to the City of Tallmadge, evidence showing insurance coverage to be in force throughout the term of the contract. The Contractor shall carry Comprehensive General Liability and Auto Liability Insurance to cover damages for which the contractor may be legally responsible due to bodily injury or property damage. The contractor shall provide to the City of Tallmadge a certificate of insurance showing \$1,000,000.00 Combined Single Limit and \$2,000,000.00 Aggregate Coverage and Workers Compensation Insurance. The City of Tallmadge must be included as an additional insured.

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

# SECTION II: BID FORMS

 Bid Form 1: Note
 Bid Form 2: Bid Guaranty and Contract Bond
 Bid Form 3: Non-Collusion Affidavit
 Bid Form 4: Statement of Non – Liability for Delinquent Personal Property Taxes
 Bid Form 5: Statement of Liability for Delinquent Personal Property Taxes
 Bid Form 6: Certification of Drug Free Workplace
 Bid Form 7: Certification for Local Preference
 Bid Form 8: Affidavit in Compliance with Section 3517.13
 Bid Form 9: Independent Contractor Anti-Bias Disclosure
 Bid Form 10: Certification of No Personal Interest
 Bid Form 11: PERS Independent Worker/ Contractor Acknowledgment Form
Bid Form 12: OPERS Form

### NOTE

The bidder hereby agrees that the Public Service Director has the right to reject any or all bids and to waive informality in any bid and that the bidder shall not dispute the correctness of the quantities used in computing the lowest and best bidder.

	(Signature of Officer, Partner or Owner)
	(Date)
(Business Address of Bidder)	
(Business Phone Number of Bidder)	
CERTIFIED CHECK OR BID BOND	
Certified check or bid bond in the amount of:	
(State Amou	nt)
(Name of Bank or Bonding	g Company)
	deposited herewith.
	(Bidder)
	(Date)

ALL BIDS NOT IN CONFORMITY WITH THESE PROVISIONS WILL BE REJECTED.

#### **BID GUARANTY AND CONTRACT BOND**

as Principal, and
as Sureties, are hereby held and firmly bound unto the
CITY OF TALLMADGE, OHIO
as Obligee in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on the day of, 20 to undertake the Project known as:
The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of
dollars (\$). (If the foregoing blank is not filled in, the penal sum will be the amount of the Principal's Bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the Bid including alternates, in dollars and cents. A percentage is not acceptable.) 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.
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above name Principal has submitted a Bid for for the City of Tallmadge, Ohio;
NOW THEREFORE, if the Obligee accepts the Bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the Bid and the other contract documents; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith Contract with the next lowest bidder to perform the work covered by the Bid; or in the event the Obligee does

enters into a proper Contract in accordance with the Bid and the other contract documents, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by said Principal to be done and performed according to the terms of said

not award the Contract to the next lowest bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the Bid, or 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 the Obligee accepts the Bid of the Principal and the Principal within ten days after the awarding of the Contract

Contract; and shall pay all lawful claims of Subcontractors, materialmen, and laborers,

for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee 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 this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Contract or in or to the Drawings or Specifications therefor shall in any wise affect the obligations of said Surety on its Bond.

ay of, 20	day of
Princip	
Ву	
Sure	
Ву	
Address	
Phone No.	
Phone No.	

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

# NON-COLLUSION AFFIDAVIT

STATE OF)
) SS: COUNTY OF)
Being duly sworn, do depose and say:
that
(Insert names of all persons, firms or corporations interested in the bid.)
its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal; and also that no member of the Council, head of any Department or bureau, or employee therein, or any officer of the City of Tallmadge is directly or indirectly interested therein.
(Signature)
(Title)
Sworn to and subscribed before me thisday of, 20
Notary Public in and for the
COUNTY OF, STATE OF
My commission expires, 20

THIS AFFIDAVIT MUST BE EXECUTED FOR THE APPLICATION TO BE CONSIDERED.

# STATEMENT OF NON-LIABILITY FOR DELINQUENT PERSONAL PROPERTY TAXES\*

STATE OF OHIO	) ) SS:			
COUNTY OF	) 33.			
(See note below) at the time of the submission o personal property taxes on the g	f said bid sa		as not charged	with delinquen
(Name of County and State)				
(See note below)				
Sworn to and subscribed before	me this	_ day of		20
	Nota	ary Public in	and for the	
COL	JNTY OF		STATE OF	
My C	Commission (	expires		

#### Note:

Where an individual has submitted a bid, the name of the individual should appear here. Where an individual signs for a partnership, the name of the partner signing for the partnership should appear together with the name of the partnership. Where a corporation has submitted a bid, the name of the officer, his position, and the name of the corporation should appear.

\*Complete either Statement of Non-Liability or Statement of Liability, but not both.

# STATEMENT OF LIABILITY FOR DELINQUENT PERSONAL PROPERTY TAXES\*

STATE OF C	HIO	) ) SS:
COUNTY OF	<del></del>	) 55:
(See note be	low)	, being first duly sworn, says that
he may be a	varded a contract b	by (Name of Subdivision)
after competi	tive bidding; and th	nat at the time of the submission said affiant
was charged	with delinquent pe	ersonal property taxes on the general tax list of
	perty of (Name of Co amount of the due	ounty and State) and unpaid delinquent tax is \$
that the amo	unt of the due and	unpaid penalties and interest is _\$
Sworn to 20	and subscribed	before me this day o
		Notary Public in and for the
		COUNTY OF STATE OF
		My commission expires

#### Note:

Where an individual has submitted a bid, the name of the individual should appear here. Where an individual signs for a partnership, the name of the partner signing for the partnership should appear together with the name of the partnership. Where a corporation has submitted a bid, the name of the officer, his position, and the name of the corporation should appear.

\*Complete either Statement of Non-Liability or Statement of Liability, but not both.

# CERTIFICATION OF DRUG FREE WORKPLACE

BIDDER'S NAME:		
ADDRESS:		
CITY, STATE:		
Project:		
CERTIFICATION		
The undersigned, being a duly authorized agent of the Bidder does certify that the following facts are true:		
1. Bidder has published and provided to employees notice that the manufacture, use, possession, or distribution of drugs in the workplace is prohibited, as well as a specification of the disciplinary action that may be taken against employees who violate that prohibition.		
2. It is the policy of the Bidder that any employee convicted of violating a criminal drug statute occurring in the workplace is required to notify the employer of said conviction within five (5) days after such conviction.		
3. Bidder has published notice specifying the sanctions for or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by an employee convicted of violating a criminal drug statute occurring in the workplace.		
4. Bidder has implemented a program for the distribution of information on drug abuse awareness and the availability of counseling and referral services.		
I further certify and understand that the City of Tallmadge, pursuant to Ordinance 142- 1994, can enter into a contract resulting from the competitive bidding process only with those Bidders who provide a drug free workplace by meeting the above requirements.		
DATE: Signature:		
Title:		

# AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13

STATE OF OH COUNTY OF	
Personally, ap vendor on beh	peared before me the undersigned, a bidder, a representative of a bidder, a contractor or alf of
	for a contract for
(Name of Bus	(Type of Product or Service)
statement with under R.C. Sec	City of Tallmadge, who, being duly cautioned and sworn, makes the following a respect to prohibited activities constituting a conflict of interest or other violations tion 3517.13, and further states that the undersigned has the authority to make the esentation on behalf of the entity if the undersigned as an individual is not the bidder self:
of partner following a. ea b. ea c. ea ar d. ea f. ar 2. The under request fo year follow contribution (over a two award of teels)	of the corporation, business trust, estate, individual business owner, partner or owner ship or other unincorporated business, shareholder of an association, that all of the persons, where applicable, are in compliance with R.C. 3517.13. ch owner of more than twenty percent of a corporation; ch individual, partnership or other unincorporated business, association, including athout limitation, professional associations; ch shareholder of an association, administrator or executor of any estate and trustee of ay trust, or political action committee associated with any of the foregoing; ch spouse of the above; ch child seven years of age to seventeen years of age of any of the above; ay combination of the above. Signed further certifies that if awarded a contract as a result of competitive bidding, or a proposals, he, she or it shall not once the contract is awarded and extending until one wing the conclusion of the contract, make as an individual, one or more campaign ones totaling in excess of \$1,000 or collectively, contributions totaling in excess of \$2,000 oyear period), to the holder of the public office having ultimate responsibility for the the contract or to the public officer's campaign committee, including individuals or individuals specified in paragraph 1, above.
	Signature
	Title
Sworn to befor	re me, a notary public, and subscribed in my presence thisday of20
	Notary Public
	My Commission Expires

## <u>CITY OF TALLMADGE</u> <u>INDEPENDENT CONTRACTOR ANTI-BIAS DISCLOSURE</u>

1.	То	the best of your knowledge, do you have any prior relationship(s) with any employee, elected official, or non-elected official of the City of Tallmadge?
		Yes No
2.	If y	you answered yes to question number 1, Please check the appropriate box(es) that describe that relationship(s)
		Spouse
		Child whether dependent or independent
		Parent
		Grandparent
		Sibling
		Aunt/Uncle
		In-law
		Step-child
		Step-parent
		Step-grandparent
		Step-sibling
		Step-aunt/Step-Uncle
_		Any other person related by blood or marriage and residing in the same household
		Prior business relationship or business associate
		Friend
Ī		Other significant relationship
-		

1.	If you answered Other significant relationship in question number 2, please explain below:
2.	Please provide below the name(s) of any and all employees of the City
	of Tallmadge with whom you have any of the above relationships:
	are (or certify, verify, or state) under penalty of perjury that the foregoing is true orrect.
Print	Name
 Signa	ture Date

# CITY OF TALLMADGE CERTIFICATION OF NO PERSONAL INTEREST

Under penalty of perjury, I hereby certify that:

- 1. I am not a family member of any public official or public servant of the City of Tallmadge unless otherwise disclosed in writing to all officers and elected officials of the city.
- 2. I am not a business associate of any public official or public servant of the City of Tallmadge unless otherwise disclosed in writing to all officers and elected officials of the city.
- 3. No officer, employee or assignee of the undersigned contractor is a family member or a business associate of the City of Tallmadge and has an ownership interest greater than 5% in the contractor's organization.
- 4. No owner, officer, employee or agent of contractor's organization gave, offered or promised anything of value, including future benefits, to a public servant or public official of the City of Tallmadge, other than the consideration expressly provided for in the contract.

DATE:	CONTRACTOR:	
	Name of Organiza	tion
	Signature	Title

# **OPERS Independent Worker/Contractor Acknowledgment Form Questionnaire**

Please answer the questions below to determine if you will be required to complete the attached OPERS Independent Worker/Contractor Acknowledgment Form.

Question 1:
Are you a sole proprietor/independent contractor?
Yes. You are required to complete the attached OPERS Independent Worker/Contractor Acknowledgement Form. If you have less than 5 employees, each employee is also required to complete the form.
No. Please go to Question 2.
Question 2:
Are you a business entity with less than 5 employees?
Yes. You and each of your employees are required to complete the attached OPERS Independent Worker/Contractor Acknowledgement Form.
No. Please sign the statement below.
I have answered the above questions accurately and truthfully. Based on those answers, I will not be completing the OPERS Independent Worker/Contractor Acknowledgement Form.
Signature Title
Printed Name



# INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

Ohio Public Employees Retirement System 277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965 www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

employer.	
STEP 1: Personal Information	
Social Security Number	
First Name	MI Last Name
STEP 2: Public Employment Information	
Name of Public Employer	
Employer Contact	
First Name	MI Last Name
Employer Code	Employer Contact Phone Number
Consider Descripted to Dublic Francisco	
Service Provided to Public Employer	
Start Date of Service  Month Day Year	End Date of Service  Month Day Year
/ / /	Moritin Bdy Fedi
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PEDACKN (Revised 04/2013)	Page 1

#### STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature		Today's Date	/	/
	Do not print or type name			

PEDACKN (Revised 04/2013)

#### SECTION III: BID SPECIFICATIONS

#### A. DEFINITIONS

As used in this document:

- <u>Back Door Service</u> Collection of trash/recyclables at an exterior location not to exceed 150 feet from the curb.
- <u>Billed Units</u> Listing of all units to be billed for collections services by the Contractor beginning on the first day of collection services.
- <u>Bulk Item Collection</u> would include occasional couches, tables, mattresses, and white goods. However, it does not include construction material or any items from a renovation event.
- <u>Container</u> The receptacles into which producers place solid waste materials.
- <u>Contract Documents</u> The Advertisements for Bids, Information for Bidders, Contractor's Bid, the Contract Performance Bond, Supplemental Information for Bidders, Supplemental General Conditions, and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- <u>Contractor</u> The person, corporation or partnership contracted to perform the waste collection services described herein.
- <u>Curbside</u> That portion of the right-of-way adjacent to paved or traveled roadways, including the end of a driveway, curb line or alley line. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.
- <u>Hazardous Waste</u> Those substances which, singularly or in combination, pose a significant present or potential threat to human health or to the environment, and which singularly or in combination, require special handling, processing, or disposal. Material may be deemed hazardous if it is or may be flammable, explosive, reactive, corrosive, toxic, carcinogenic, bio concentrative or persistent in nature, potentially lethal or an irritant or strong sensitizer.
- <u>Producer</u> The occupant of a residential unit who generates solid waste material.

  <u>Occupied Residential Unit</u> A residential unit shall be deemed occupied when either water, sanitary sewer or electric power services are being supplied thereto.
- <u>Solid Waste</u> Unwanted residual material resulting from residential uses, excluding earth or material from construction or demolition operations. more commonly known as trash or garbage—consists of everyday items we use and then throw away, such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, appliances. Solid waste does not include any material that is considered hazardous waste.
  - The contractor shall not be required to collect animal wastes or disposable diapers unless they are wrapped in a moisture-proof material and are undetectable by odors.
  - Large items such as discarded furniture; appliances, bicycles and comparable materials shall be placed at the usual place of collection at the curb line. The contractor will provide a means for each homeowner to arrange for a prescheduled pickup of these items that is included in the regular cost of unlimited services.
- <u>Subscriber</u> Any resident participating in the City's solid waste collection program described herein.

- <u>Unlimited Service</u> Not limited or restricted in terms of number of or quantity of items, including bulk items. Must not be construction debris or total household cleanout event.
- <u>Vehicles</u> Regular enclosed, hydraulically activated, garbage trucks (packers) including all ordinarily and necessary appurtenant equipment.
- <u>Yard Waste</u> Leaves, grass clippings, weeds, holiday trees, bushes and brush and branch clippings, when securely bound in bundles not exceeding four (4) feet in length and eighteen (18) inches in diameter, and weighing no more than fifty (50) pounds, or placed in yard waste containers.

#### B. SCOPE OF WORK

- The City will implement this program as an exclusive contract for residential trash and recycling services. The contract length shall be 4 years and 6 months, beginning January 1, 2021 through June 30, 2025
- 2. Residential Service
  - All residents are required to subscribe to the solid waste collection service. This program excludes most apartment buildings, condominium complexes and town homes. Based upon the City's current customer base, the City expects approximately 5,500 households will participate in this program.
- 3. The City is seeking a qualified contractor to perform unlimited once per week pick-up of household solid waste and provide for the collection of recyclable material. The scope of work is to provide all supervision, labor, tools, equipment, and services required to perform the unlimited pick-up of household solid wasted and collection of recyclable material. Contractor shall furnish all necessary supervision, labor, equipment, tools, and transportation, and other resources to perform such duties as outlined in this document.
- 4. <u>Disposal</u> All General Refuse collected for disposal by the contractor shall be hauled to a state licensed solid waste landfill / disposal site. The contractor must identify the solid waste transfer station and solid waste landfill that will be used by the contractor.
- 5. <u>Hauling</u> All material(s) hauled by contractor shall be contained or enclosed to prevent leaking, spilling or blowing of material(s).
- 6. <u>Point of Contact</u> All dealings, contracts, etc. between the contractor and the City shall be directed by Contractor to the Service Director of the City.
- 7. Failure to Collect If at any time the general refuse is not collected by the contractor the day of collection as schedule or as provided herein, the contractor shall notify the Service Director of the City as the reason and anticipated length of the delay. The contractor shall then so notify each subscriber affected by email and robo-call immediately of the delay.
- 8. If at any time the contractor falls behind the collection scheduled for a period of one (1) day, the City may, at its discretion, cause General Refuse to be collected by any means that is available. Full to, but not limitation of any other right or remedy of the City under the contract Documents or applicable law.
- 9. <u>Modification Clause</u> This contract may be modified if both parties mutually agree to the change or modification. No modification shall be permitted for an increase in pricing or a change in the length/term of the contract.

- Termination of the Contract This contract may be terminated by the City if the contractor fails to meet the terms of this contract with thirty (30) days notice to the contactor
- 11. The contractor shall not sublet, subcontract, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the right, title or interest therein without written consent of the City of Tallmadge Service Director.
- 12. The Board of Control reserves the right to reject any or all bids and to accept the bid deemed most beneficial to the City of Tallmadge.
- 13. The amounts quoted on the bid submittals should include all anticipated fuel costs.
- 14. The successful Bidder shall be required to post a Performance Bond in the amount of !00% for the duration of the contract, guaranteeing that all work performed meets all specifications contained within the contract.
- 16. At contract end, recycle and trash cans must be removed within 2 weeks.

#### B. STORAGE CONTAINERS FOR SOLID WASTE and RECYCLING

- 1. The contractor is required to supply at no cost to each subscriber one (1) new 96-gallon wheeled cart (container) for solid waste.
- 2. The contractor is required to supply at no cost to each subscriber one (1) new 65-gallon wheeled cart (container) for recyclable material.
- The contractor must repair/ replace damaged carts within 5 business days of notification. The contractor will retain cart ownership and will maintain all equipment throughout the contract and any extension periods.
- 4. It is preferred that there is a contrast color difference between the 96-gallon wheeled cart for solid waste and the 65-gallon wheeled cart used for recyclable materials.
- 5. The contractor shall provide upon request an additional cart at the subscriber's expense. Cost per additional cart shall not exceed what is listed in bid
- 6. The contractor must have both the 96-gallon wheeled solid waste cart and the 65-gallon wheeled recycling cart delivered to each customer address no earlier than December 7, 2020 and no later than December 18, 2020.

#### C. SOLID WASTE COLLECTION SERVICE

- 1. The contractor shall provide a bid for curbside collection service for the collection of solid waste from each subscribing household on a weekly basis. All bids are to include the quarterly cost per household.
- The contractor will provide for the weekly collection and removal of solid waste of any amount that has been placed at the curb line as provided in these specifications.
- 3. Large items such as discarded furniture; appliances and comparable materials shall be placed at the usual place of collection at the curb line.
- 4. Bulk material, boards, fencing, paneling, carpeting and like materials shall be in bundles not exceeding four-foot lengths and tied in 18-inch diameter and weighing no more than 50 pounds.

- 5. The contractor shall not be required to collect animal wastes or disposable diapers unless they are wrapped in a moisture-proof material and are undetectable by odors.
- 6. Yard waste consisting of leaves, grass clippings and other decomposable yard waste shall be placed in bags or other suitable containers. Tree or shrub trimmings shall be cut in 4' lengths and bundled.
- 7. Construction Debris such as but not limited to rocks, bricks, blocks, dirt, sand, cement and like materials will not be collected and it is the resident's responsibility to dispose of it properly licensed location.
- 8. Contractor is responsible to provide a safe workplace and to comply with OSHA and other federal, state or local health and safety regulations.
- 9. Contractor shall assume the entire responsibility and liability for all damages or injuries of any kind or nature whatsoever to all persons, whether its employees or otherwise, and to all property growing out of or resulting from the execution of the work provided for in this contract or occurring in connection therewith. Contractor agrees to defend, indemnify, and hold harmless the City of Tallmadge, its agents, employees, and insurers from and against any and all losses and expenses, including court costs and attorney's fees, damages or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for; provided, however, that Contractor will not be held liable for loss of life or injury or damage to person or property due to the sole negligence of the City, its agents, or its employees.
- 10. If any damage is done to the property of others by Contractor, its employees, or agents during the term of this contract, Contractor will repair and restore at its sole cost any such property and correct any damages inflicted thereto, returning it to as good a condition as the property was in before being damaged, in a manner satisfactory to the owner(s) of the property for the damage suffered.

#### D. BACK DOOR SERVICE

1. To accommodate residents who are unable to place their garbage and recyclables at curbside, Contractor will collect at an exterior location not to exceed 150 feet. Residents must complete a Verification of Disability Form. Current backdoor services customers (approx. 24) will be grandfathered in.

#### E. LOW VOLUME CUSTOMERS

- 1. Low volume subscribers may place one (1) thirty (30) gallon container or bag equal to 30 gallons of trash per week.
- 2. Low volume subscribers most provide their own container and or bags not to exceed thirty (30) gallons. Subscriber is responsible for maintaining and replacing their container when damaged or worn.
- 3. Low volume subscribers will place their container or bag at the curb on collection day.
- 4. Bulk items will be an extra charge. See Section VI.

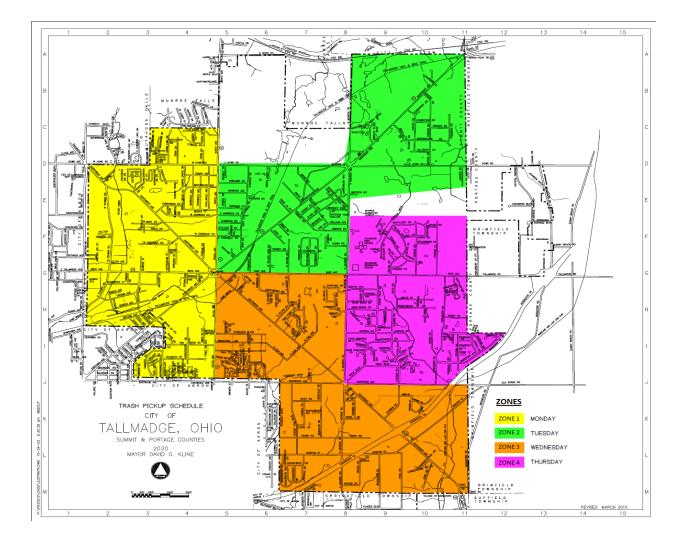
#### F. RECYCLING COLLECTION SERVICE

 Processing of Recyclables – the contractor shall deliver all recyclable materials to an established Material Recovery Facility or Recycling Facility for processing.

- 2. You will need to insert an attachment to the bid proposal page detailing the practice your company uses to ensure that source separated recyclable materials are not disposed as solid waste.
- 3. Contractor must provide a minimum for the following recyclable material: in the form of aluminum and steel containers, magazines, phone books, junk mail, mixed paper, newspaper, #1 and #2 plastics, and cardboard designated for removal from a residential unit.
- 3. Additional consideration will be given to contractors that recycle glass.
- 4. The Contractor must specify recyclable material to be collected in its proposal. Any future changes of recyclable materials must be presented to the City with justification. The City shall not unreasonably withhold consent to a modification if the Contractor has provided sufficient justification. The contractor must keep residents updated to changes in the collection of recyclables.

#### G. ROUTES OF CURBSIDE COLLECTION

- 1. The City will be divided into 4 collection zones. The zones keep neighborhoods together and are compact and contiguous. In addition, each zone will represent approximately the same number of eligible households.
- 2. In the event of changes in routes or schedules that will alter the day of pickup, the contractor shall so notify each subscriber affected by email or robo call not less than two weeks prior to the change.
- 3. All collections within a given zone are to be completed in one workday. Collection may be extended for callback service as provided in Section 4.
- 4. Zones:
  - **Zone 1** Monday Pickup shall include all City territory west of North Ave. and South Ave.
  - **Zone 2** Tuesday Pickup shall include all City territory east of North Ave., north of East Ave., west of N. Munroe Rd and south of E. Howe Rd. In addition to all territory in the northeast section of the City per the Route Map.
  - **Zone 3** Wednesday Pickup shall include all City territory east of South Ave., south of East Ave. to the City limits of those developments along Eastwood Ave. In addition to all territory in the southeast section of the City per the Route Map.
  - **Zone 4** Thursday Pickup shall include all City territory east of S. Munroe Rd to City limits, north of Eastwood Ave and south of Whittlesey Dr.
- 5. **Zone Map**:



#### H. CONTRACTORS HOURS OF OPERATION

All residential collections shall be completed on a Monday, Tuesday, Wednesday, and Thursday.

- 1. Contractor shall abide to Tallmadge Code Chapter 530 Noise. Collection of solid waste shall not start before 7:00 a.m. or continue after 9:00 p.m.
- 2. Collection may be moved either one day earlier or one day later to accommodate holiday schedules. The contractor will notify the City as to how collection days will be affected, prior to the beginning of the contract year.

#### I. HOLIDAYS

The following shall be holidays for purpose of the contract - New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

- 1. The contractor may decide to observe any or all these holidays by suspension of collection service on the holiday.
- 2. The decision to recognize a holiday does not in any manner relieve the contractor of its obligation to provide collection service every week to all residential subscribers.
- 3. The contractor may elect to select a holiday schedule for a given week by setting back or promoting the entire week's schedule by one day.

4. The contractor will notify the City as to how collection days will be affected for the next contract year, prior to the beginning of the contract year.

#### J. EQUIPMENT AND PERSONNEL SPECIFICATION

Equipment, tools, and personnel to be supplied by the contractor include:

- 1. The contractor will supply the necessary equipment to fulfill the job.
- 2. Contractor shall provide an adequate number of vehicles for collection services.
- 3. All vehicles and other equipment shall be kept in good repair, appearance and in sanitary condition at all times.
- 4. Each vehicle shall have clearly visible on each side the identity and telephone number of contractors.
- 5. All equipment shall be equipped with cellular or radio communication capability to respond to a missed collection complaint on the day of collection service is provided.
- 6. All equipment shall be equipped with GPS fleet tracking and dashboard cameras capability to record routes and to verify if routes were missed.
- 7. All equipment shall display proper safety markings and lighting and shall have in place all safety guards, shields, and protective covers.
- 8. It shall be the sole responsibility of the Contractor(s) performing services for this contract to safeguard their own materials, tools and equipment. The City of Tallmadge shall not assume any responsibility for any damaged materials, tools or equipment.
- 9. Each vehicle must be equipped with a portable universal spill kit bag. This bag must be capable of stopping and cleaning up everyday liquids like oils, coolants and solvents.

#### K. SAFETY AND LIABILITY

- Contractor is responsible to provide a safe workplace and to comply with OSHA and other federal, state or local health and safety regulations. All equipment operators shall be trained to operate all equipment only as approved by OSHA Safety Standards.
- 2. Contractor must follow the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). http://www.dot.state.oh.us/Divisions/Engineering/Roadway/DesignStandards/t
  - raffic/OhioMUTCD/Pages/OMUTCD2012 current default.aspx
- Contractor shall attest in writing with the submission of the bid that all equipment utilized during this contract is in good and serviceable condition.
- 4. Contractor shall assume the entire responsibility and liability for all damages or injuries of any kind or nature whatsoever to all persons, whether its employees or otherwise, and to all property growing out of or resulting from the execution of the work provided for in this contract or occurring in connection therewith. Contractor agrees to defend, indemnify, and hold harmless the City of Tallmadge, its agents, employees, and insurers from and against any and all losses and expenses, including court costs and attorney's fees, damages or injuries growing out of or

- resulting from or occurring in connection with the execution of the work herein provided for; provide, however, that Contractor will not be held liable for loss of life or injury or damage to person or property due to the sole negligence of the City, its agents, or its employees.
- 5. If any damage is done to the property of others by Contractor, its employees, or agents during the term of this contract, Contractor will repair and restore at its sole cost any such property and correct any damages inflicted thereto, returning it to as good a condition as the property was in before being damaged, in a manner satisfactory to the owner(s) of the property for the damage suffered.

#### L. CUSTOMER EDUCATION

- The contractor, at the contractor's sole cost and expense, shall prepare and quarterly mail and/or email to each residential unit served under this contract, information that contains city approved requirements and updates on recycling services.
- 2. The information shall include updates on solid waste and appropriate recyclable materials for collection. Procedures for disposing bulky items, appliances, Freon containing appliances and yard waste. How to handle and process any complaints. Posting holiday schedules and any other information that explains how the solid waste collection and recycling services will be provided.

#### M. CUSTOMER SERVICE AND NOTIFICATION

- The contractor shall maintain an office to receive and respond to questions or complaints. The office must be staffed from 8AM to 5PM on regular collection days.
- 2. All subscribers' complaints shall be made directly to the contractor and shall be given prompt and courteous attention. In the case of alleged missed collection, the contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the solid waste and recyclable materials within twenty-four (24) hours after the complaint is received.

#### N. RECORD KEEPING AND BILLING

- The billing of the residents will be quarterly in advance and performed by the contractor.
- 2. <u>Solid Waste and Recycling Tonnages</u> The contractor must submit an annual record of the total tonnage of solid waste collect and recyclable materials for the preceding year with the annual City of Tallmadge sanitation license fee.
- 3. <u>Complaint Log</u> The contractor must maintain a monthly complaint log which includes names, addresses, phone numbers, the date, the time and a brief description of the complaint and its resolution. The City maintains the right to request a copy of the complaint log at any time.
- The Contractor shall supply electronic copies of the addresses and type of service for each customer served. These reports shall be presented annually to the City.

5. The Contractor must maintain an annual Sanitation License issued by the City of Tallmadge.

#### O. CITY GROUNDS, BUILDINGS AND EVENT CONTAINERS

 As part of the contract, the company awarded the bid will be asked to pick up and dispose of all trash and recyclables at the locations listed below. The Director of Public Service specifically reserves the right to add or delete items at the bid price. This includes dumpsters for City owned clean ups as needed.

Location	Address	<b>Dumpster Size</b>	Pickup Frequency
Police Station	53 Northeast Ave	2 YD	2 X week
Cemetery	35 Southwest Ave	6 YD	1 X week
City Hall	46 North Ave	2 YD	2 X week
Old Town Hall	Tallmadge Circle	2 YD	1 X week
Fire Station 1	85 W. Overdale	4 YD	2 X week
Fire Station 2	735 Eastwood Ave	2 YD	2 X week
Community Center	70 Community Rd	6 YD	2 X week
Community Center	70 Community Rd	6 YD Recycle	Every other week
Rec Center	46 N. Munroe Rd	8 YD	2 X week
Maca Park	183 Maca Dr.	8 YD	2 X week
Richie Shelter	109 West Avenue	6 YD	2 X week
Lions Hall	245 Northeast Ave	2 YD	2 X week
Lions Park	W. Garwood Dr	6 YD	2 X week
Soccer Complex	730 North Avenue	4 YD	2 X week
Service Center	210 Osceola	8 YD	2 X week
Service Center	210 Osceola	6 YD Recycle	1 X week
North Munroe Property	1046 N. Munroe Rd	2 YD	2 X week
City Events/Cleanouts	Tallmadge	20/40 YD	6 X per year

Location	Address	65-gallon recycle cart	Pickup Frequency
Recreation Center	45 N. Munroe Rd	5	1 X Week
Service Center	210 Osceola	1	No pickup needed
City Hall	46 North Ave	2	1 X Week
Fire Station 1	85 W. Overdale	2	1 X Week
Fire Station 2	735 Eastwood Ave.	1	1 X Week

#### P. QUESTIONS AND ADDENDA

- 1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy-two (72) business hours prior to the time of the bid opening. Said addenda will become a component of the invitation to bid and should be acknowledged as received on the proposal page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
- All questions should be directed to: Linda Poinar City of Tallmadge Service Department Email: lpoinar@tallmadge-ohio.org
- 3. Bidders are responsible for monitoring the Vendor Registry for all official addenda.
- 4. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 5. Please be advised that when you submit a bid to the City of Tallmadge, the City will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.
- 6. Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Michael Rorar, Director of Public Service at <a href="mrorar@tallmadge-ohio.org">mrorar@tallmadge-ohio.org</a> If there is no withdrawal of the bid, in accordance to this procedure, the City reserves the right to enforce said bid prices(s) and/or contract(s).
- 7. If a bidder attempts to alter any of the terms and/or conditions of these bid specifications the City of Tallmadge may reject said bid.
- 8. The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Public Service Department copy machine time stamp is the official time used for the deadline of the submission of bids.

### SECTION IV: PROPOSAL AND SIGNATURE PAGE

## City of Tallmadge

## Citywide Waste and Recycle Collection Services

\*Low Volume Producer – Bulk <u>Pickup is an Extra Charge</u>. See Section V

Item	DESCRIPTION	YEAR 1 (18 MONTHS) 1/1/21-6/30/22	YEAR 2 7/01/22 – 6/30/23	YEAR 3 7/01/23 – 6/30/24	YEAR 4 7/01/24 – 6/30/25	SUM OF YEARS 1 - 4
	Citywide Unlimited Curbside Waste Collection					
Α	Per Household Per Quarter (13 Weeks)	\$	\$	\$	\$	
В	Annual Collection X 5500 Households	\$	\$	\$	\$	\$
	Citywide Curbside Recycling	\$	\$	\$	\$	
С	Per Household Per Quarter (13 Weeks)	\$	\$	\$	\$	
D	Annual Collection X 5500 Households	\$	\$	\$	\$	\$
	Low Volume Curbside Waste Collection	\$	\$	\$	\$	
E	Per Household Per Quarter (13 Weeks)	\$	\$	\$	\$	
F	Annual Collection X 200 Households	\$	\$	\$	\$	\$
G	Cost for Additional Solid Waste Cart	\$	\$	\$	\$	
М	Cost for Additional Recycling Cart	\$	\$	\$	\$	
	Total Bid of the Sum of Years 1 – 4 for Items B, C, and F					\$

Cost for Additional Recycling Cart	\$	\$	\$	\$		
Total Bid of the Sum of Years 1 – 4 for Items B, C, and F						
The amounts quoted on the bid submittals shall include all anticipated fuel costs.						
Contractor	Authoriz	ed Signature_				

# SECTION V: PROPOSAL LOW VOLUME PRODUCER BULK PICKUP CHARGE

## City of Tallmadge

## Citywide Waste and Recycle Collection Services

Bulk Item	Cost
Air Conditioner (window)*	\$
Bathtub	\$
Chair (upholstered)	\$
Chair (wood)	\$
Dishwasher	\$
Dryer	\$
Dehumidifier*	\$
Freezer*	\$
Hot Water Tank	\$
Mattress/Box Springs	\$
Refrigerator (doors off) *	\$
Shower/Tub Unit	\$
Sink	\$
Sofa	\$
Stationary Tub	\$
Stove/Oven	\$
Swing Set (disassembled)	\$
Table	\$
Toilet & Tank	\$
Washer/Dryer	\$
Microwave	\$
Items needing additional equipment	\$
*freon removed	\$

## SECTION VI: TALLMADGE CODIFIED ORDINANCE

	Ordinance 48-2020	Presented by: Director of Public Service Michael Rorar
	AUTHORIZING THE MAYOR T TRASH AND RECYCLING COLL AND PROVIDING FOR IMMEDIA	O ADVERTISE AND SOLICIT BIDS FOR CITY-WIDE
	WHEREAS, the contract for city-wide reside	atial trash and recycling collection expires on December 31, 2020; and
	WHEREAS, a city-wide trash collection prog administrative cost reduction; and	ram results in reduced rates to residents through economy of scale and
	WHEREAS, a city-wide trash collection prog	ram decreases the number and frequency of trash pick-up trucks within
	NOW, THEREFORE, BE IT ORDAINED E OF SUMMIT AND PORTAGE, STATE OF	Y THE COUNCIL OF THE CITY OF TALLMADGE, COUNTIES OHIO:
	SECTION 1. That the Mayor is hereby authorilection in accordance with specifications of	orized to advertise and solicit bids for city-wide trash and recycling a file with the Director of Public Service.
	SECTION 2. That the Mayor is further authapproval of the Board of Control.	orized to enter into a contract with the lowest and best bidder upon
C	adoption of this ordinance were adopted in an and of any of its committees on or after Nov	that all formal actions of this Council concerning and relating to the open meeting of this Council, and that all deliberations of this Council ember 28, 1975 that resulted in such formal action, were in meetings a requirements including Section 121.22 of the Ohio Revised Code.
	are conducive to the health, safety, and we	to provide for and to accomplish the purposes herein set forth, which fare of the citizens of Tallmadge. For that reason, provided this three-fourths of the members of Council and approval by the Mayor, immediate effect.
	Passed: 7 - 9 - 20 Susan E. Burton, Clerk of Council MER/it 6/17/20 Filed with the Mayor 7 - 9 - 20	Carol A. Kilway, President of Council  Approved:  David G. Kline, Mayor
C		This 1 the day of 2020
		N 1
	Committee Assign	nent: Puller Service
	Readings: lst 10-05-00 2d	
	REBECCA ALLMAN	- EXCLISED
	Vote: 10 - C - O	
Ç	For: Against: _	C Abstain:
		certify there is no newspaper passed in said City and that the publication of the nercot at four public places in said City (Tallmadge Branch of Akron Summit County cereation Center and Tallmadge City Building and the City of Tallmadge website) as coin:
	Date Clea	of Council, City of Tallmadge, Onio

### Section VII: EQUIPMENT LIST

A listing of all the equipment to be used to fulfill the requirements of this contract must be submitted.

Equipment	Quantity	Year/ Age of:	GVW

Bidder attests that all equipment utilized during this contract is in good and serviceable condition. A City of Tallmadge Representative will inspect the equipment prior to the signing of the contract.

Authorized Signature	Title	Date	

## Section VIII: BIDDER REFERENCES

Complete the following information about Municipalities, which have been serviced by the contractor for similar work, within a 30 miles radius of the City of Tallmadge.

Municipality	Address	Contact:	Phone Number

# Section IX: EXPERIENCE of MANAGEMENT/ SUPERVISORY PERSONNEL

Employees Name	Years with Company	Years Managed	Number of Employees Managed

Section X: RECYCLABLES ACCEPTED		
Practices your company uses to ensure that separated recyclables are not disposed as solid waste:		

# Section XI: Recycling Facilities and Dump Sites Utilized

	Name	Location
1.		
2.		
3.		
4.		
5.		
6.		
7.		