

COLLECTION, TRANSPORTATION  
AND DELIVERY  
OF  
RESIDENTIAL WASTE



SPECIFICATIONS  
AND BID DOCUMENTS

CITY OF GREENVILLE, OHIO

2019

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**LEGAL NOTICE**  
**INVITATION TO BID**

Sealed proposals properly endorsed "**Bid for Collection, Transportation and Delivery of Residential Waste**" shall be received by the Board of Control, c/o Janelle Cross, Municipal Building, 100 Public Square, Greenville, Ohio 45331, until **10:00 AM, September 19, 2019**, at which time they will be opened and read aloud in the Municipal Council Room.

The principal items of the Required Services under this request for proposals includes the collection, transportation and delivery of all Acceptable Solid Waste including Bulky Waste, Separated Recyclable Materials, and Separated Yard Waste (as those terms are defined in the Bid Documents), generated by Residential Units and Public Buildings located within the City of Greenville, Ohio, to a properly licensed and permitted solid waste disposal and processing facility; the providing of Containers, Equipment, materials, maintenance, labor, record keeping and reporting and all other incidentals to perform all of the Required Services listed above and the services and obligations identified in the Instructions to Bidders and the Collection Agreement.

The bids shall be received in accordance with the Legal Notice - Invitation to Bid, Instructions to Bidders, the Agreement and Proposal Form, all of which may be obtained from the City Planning & Zoning office or online at [cityofgreenville.org](http://cityofgreenville.org). Each bid must be submitted in a sealed envelope addressed to the Board of Control at the above-referenced address, and bearing on the outside of the envelope the name of the bidder, bidder's address, and plainly marked "**Bid for Collection, Transportation and Delivery of Residential Waste**".

Each bid shall contain the full name of every person or company interested in bidding and shall be accompanied by a \$50,000.00 bid bond, using the bid bond form provided with the Bid Documents, **OR** a Certified Check, Cashier's Check, or Letter of Credit on some solvent bank made payable to the City of Greenville, Ohio in the amount of ten percent of the total bid (as indicated on page two of the Proposal Form), as evidence of good faith by the bidder that a contract shall be entered into and its performance secured. The deposits of all bidders shall be returned when the successful bidder has entered into a contract and has furnished the necessary Performance Bond or when all bids have been rejected.

A mandatory pre-bid meeting will be held at **2:00 pm on September 5, 2019** in the Greenville Municipal Building Planning & Zoning Department conference room.

The City of Greenville reserves the right to reject any and all bids and waive informalities.

The City of Greenville is an Equal Opportunity Employer M/F.

Authorized by Greenville City Resolution No. 19-XX.

Curt Garrison  
Safety Service Director

PUBLISH:       August 23, 2019  
                      August 30, 2019



## **INSTRUCTIONS TO BIDDERS**

### **1. BIDDER'S REPRESENTATIONS AND WARRANTIES**

- a. Each bidder by submitting a bid represents and warrants to the City that:
  - (1) Bidder has read and understands the Bid Documents and the bid is made in accordance therewith.
  - (2) Bidder, prior to submitting a bid, has: (a) examined the Bid Documents thoroughly, (b) visited the City and respective collection locations to familiarize itself with local conditions that may in any manner affect cost, progress or performance of the Required Services, (c) studied and carefully correlated bidder's observations with the Bid Documents, and (d) familiarized itself and will provide the Required Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Required Services.
- b. Each bidder in submitting its bid represents and warrants that in the hiring and supervision of employees for performance of the Required Services, the bidder and bidder's agents and subcontractors, shall not discriminate, by reason of race, color, religion, sex, age, disability, national origin, or ancestry, against any such person or employee.
- c. By submitting a bid in response to the Legal Notice - Invitation to Bid and Instructions to Bidders, the Bidder agrees that the bid price shall not be increased during the term of the Agreement or any extension of the Agreement except as specifically provided in these Bid Documents.

### **2. BID DOCUMENTS**

- a. The Bid Documents are comprised of the:
  - LEGAL NOTICE - INVITATION TO BID;
  - INSTRUCTIONS TO BIDDERS;
  - AGREEMENT;
  - EXHIBIT A: DEFINITIONS;
  - PROPOSAL FORM;
  - CAT TAXES/CORPORATE TAX AFFIDAVIT;
  - NON-COLLUSION AFFIDAVIT;
  - CORPORATE AFFIDAVIT;
  - BID BOND.

Copies of the Bid Documents may be obtained as stated in the Legal Notice to Bidders.

- b. Complete sets of Bid Documents shall be used in preparing bids; neither the City nor any consultants employed by the City in preparing the Bid Documents, assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- c. The City and its consultants, in making copies of Bid Documents available on the above terms, do so only for the purpose of obtaining bids for the Required Services and do not confer a license or grant for any other use.
- d. A mandatory pre-bid meeting will be held September 5, 2019, at 2:00 p.m. in the Municipal Building council room.

- e. No interpretation of the meaning of the Bid Documents will be made to any bidder orally. Every request for an interpretation of the Bid Documents should be e-mailed to jcross@cityofgreenville.org or addressed to the Board of Control, c/o Janelle Cross, City of Greenville Municipal Building, 100 Public Square, Greenville, Ohio 45331, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be e-mailed to all prospective bidders at the respective e-mail address furnished for such purposes not later than five (5) days prior to the date fixed for the opening of bids. In the event any bidder has not furnished an e-mail address for this purpose addenda shall be mailed by certified mail, return receipt requested to such bidder not later than five (5) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Bid Documents, and will be available for inspection at the Board of Control at the above-referenced address.
- f. The capitalized terms used throughout these Bid Documents are defined on a separate document entitled Exhibit A: Definitions.

### 3. **BIDDING PROCEDURE**

- a. The City of Greenville invites bids for the collection, transportation and delivery for disposal or processing of Acceptable Solid Waste including Bulky Waste, Separated Recyclable Materials, and Separated Yard Waste generated at Residential Units and Public Buildings within the City of Greenville ("Required Services"). The bid prices submitted must include the cost of providing appropriate containers as described within these Bid Documents as well as all costs associated with disposal or processing of the materials collected.

The request for proposals requires each bidder to specifically bid a unit price per Plastic Bag to be used for the collection of Acceptable Solid Waste and Bulky Waste, a monthly rental price for 30-40 gallon, 50-70 gallon, and 80-100 gallon Waste Wheelers that may optionally be used for collection of Acceptable Solid Waste and Separated Yard Waste, and a Yard Waste Sticker price for the collection of Separated Yard Waste. An alternate proposal is required which includes each bidder to specifically bid a unit price for the monthly rental of a 30-40 gallon, 50-70 gallon, and 80-100 gallon Waste Wheelers that may optionally be used for collection of Acceptable Solid Waste and Separated Yard Waste. This alternate bid will exclude the option of trash bags and yard waste stickers. The City does not guarantee the number of Residential Units to be enrolled in the refuse program. Collection of Separated Recyclable Materials shall be included in the price of City approved Container. The Contractor shall provide all of the Required Services to the City's residents and shall not require residents to pay any other charge or fee other than the unit price for Plastic Bags or Yard Waste Stickers or the monthly rent for Waste Wheeler service.

- b. Each bidder must bid on a two (2) year Agreement, with one (1) one-year extension option. For bidding purposes, the number of Residential Units from which Acceptable Solid Waste, Separated Recyclable Materials and Separated Yard Waste may be collected in the City of Greenville is approximately *four thousand eight hundred eighty-five (4,885)*. Commercial establishments within the City of Greenville are not included within this proposal and Multi-Family Residences (structures with four or more Residential Units) are commercial establishments for the purposes of this proposal. The City makes no representation or warranty that any specific amount of Residential Waste will be available for collection by bidder or that any specific number of Residential Units will be available for collection.
- c. Each bid must be submitted on the prescribed Bid Documents. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, the bidder's address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the Proposal Form and stating: **BID ENCLOSED**.

- d. All blank spaces for bid prices must be completed in ink or typewritten, and the required documentation must be fully completed, executed and attached to the bid when submitted. All names must be typed or printed below the signatures. The address to which communications regarding the bid are to be directed must be shown.
- e. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign such bid) and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature. Each bid by a corporation must include the Corporate Affidavit.
- f. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title, if any, must appear under the signature. Proper evidence of the authority of the partner who signs the bid must accompany the bid. The official address of the partnership must be shown below the signature.
- g. The bid shall be signed and, if necessary, shall be accompanied by an appropriate power of attorney. Attorneys-in-fact who sign any Bid Documents must include with the submitted bid a copy of the valid power of attorney.
- h. Each bidder shall execute and submit the Non-Collusion Affidavit and the CAT Taxes/Corporate Tax Affidavit at the time of submitting its bid.
- i. Each bidder shall submit a Qualifications and Financial Statement stating in detail the experience of the bidder in performing work similar to the services being bid. Where available, all bids shall be accompanied by appropriate business and bank credit references. Each bidder must further provide financial reports and information which fairly represent the financial condition of the bidder. For publicly held bidders, the last annual report must accompany the bid. The statement shall also include a list of management employees who will perform the services. The City reserves the right to request additional information with respect to the qualifications and financial condition of the bidders, their subcontractors or personnel, which must be provided to the City in writing within five (5) days of any such request.
- j. Each corporate bidder must submit evidence of good standing in the bidder's state of incorporation and that the bidder is qualified to conduct business in the State of Ohio. If the bidder is not qualified to conduct business in the State of Ohio, the bidder must represent and warrant to the City that such bidder will take all necessary steps to qualify to conduct business in Ohio if the bidder is the successful bidder.
- k. Each bidder must submit one (1) complete copy of the bidder's entire bid, containing original signatures, price entries and other required information, and with all attachments and certificates required by the Bid Documents.

#### 4. **BIDDING TERMS**

- a. The City reserves the right to reject any and all bids, any part or parts of any bid, and also the right to waive any informalities or irregularities in the bid and may reject any bid not prepared and submitted in accordance with the provisions hereof. Any bid received after the time and date specified shall not be considered.
- b. Conditional bids will not be accepted. Bidders must disclose any and all exceptions to the Agreement and provide substitute or revised language for any such exception to avoid a determination by the City that any such exception is a conditional bid.
- c. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where bids are to be submitted at any time prior to the opening of the bids.

- d. No bid will be accepted from, or Agreement awarded to any person, firm or corporation that: (1) is in arrears or is in default to the City upon any debt or contract; (2) is in default as a surety or otherwise, upon any obligation to the City; or (3) has failed to perform faithfully or satisfactorily any previous contract with the City. No bid will be accepted if any of the Bid Documents, or portions thereof, have not been completed.
- e. The successful bidder must agree to commence work on or before the commencement date of May 1, 2020, and to faithfully perform the duties of the Required Services for a term of two (2) years and for any contract extension thereafter as to which the City exercises its option pursuant to the Agreement.

## 5. SUBMISSION AND CONSIDERATION OF BIDS

- a. Bids will be received by the City of Greenville at the **Board of Control, c/o Janelle Cross, City of Greenville Municipal Building, 100 Public Square, Greenville, Ohio 43551** until 10:00 a.m. Eastern Standard Time on September 19, 2019, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Board of Control, City of Greenville, Ohio, and be designated as the **"Bid for Collection, Transportation and Delivery of Residential Waste"**.
- b. Each bid shall be accompanied by a Bid Bond (or check), (unless the bidder shall have made an alternative arrangement acceptable to the City in its sole discretion which may include a corporate, cashier's or certified check drawn on a solvent bank), in the amount of Fifty Thousand Dollars (\$50,000.00) **OR** a Certified Check, Cashier's Check or Letter of Credit on some solvent bank made payable to the City of Greenville, Ohio in the amount of ten percent of the total bid as calculated on the Proposal Form as a guarantee that if the bid is accepted, the Agreement will be entered into by the bidder and the City. The Bid Bonds of all bidders shall be returned when a successful bidder has entered into an Agreement for the Required Services and has furnished the necessary surety bond or when all bids have been rejected.
- c. Documents which must be submitted with the bid include:
  - COMPLETED PROPOSAL FORM with any required power of attorney attached.
  - EXECUTED CORPORATE AFFIDAVIT (if applicable)
  - EVIDENCE OF GOOD STANDING (if a Corporate Bidder)
  - EXECUTED NON-COLLUSION AFFIDAVIT
  - EXECUTED CAT TAXES/CORPORATE TAX AFFIDAVIT
  - QUALIFICATION AND FINANCIAL STATEMENT
  - BID BOND

## 6. CONSIDERATION OF BIDS

- a. All bids received in conformity with the Legal Notice - Invitation to Bid and the Instructions to Bidders shall be tabulated, as soon as practical, and become a public record. An abstract of the amounts of the bids will be made available after the opening of bids.
- b. All bids shall remain open for ninety (90) days after the opening thereof, but the City may, in its sole discretion, release any bid prior to that time.
- c. The City may conduct any investigation it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of any bidder, proposed subcontractors and other persons and organizations who will provide the materials or equipment or assist the bidder in the delivery of the Required Services. The City reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the City, in the exercise of the sole discretion of the City, that such bidder is reliable or otherwise properly qualified to carry out the obligations of the Agreement and to perform the Required Services contemplated therein.



- d. When the City gives a notice of award to the successful bidder, the City will forward to the successful bidder at least three (3) unsigned counterparts of the Agreement. Within ten (10) days thereafter, the bidder shall sign and deliver to the City at least three (3) counterparts of such Agreement. Within fifteen (15) days thereafter, the City will deliver one (1) fully signed counterpart of such Agreement to the successful bidder.
- e. The contract, if awarded, will be awarded within sixty (60) days of the bid opening to the bidder offering the lowest, best, and most advantageous bid to the City. Such award may be extended for an additional thirty (30) days if determined necessary by the City. Notwithstanding the provisions contained herein, the City reserves the right to negotiate contract terms, exclusive of price, with the bidder determined to be lowest, best and most advantageous to the City.
- f. In addition to the Bid Bond required pursuant to Section 5(b), unless waived by the City, the successful bidder, within ten (10) days after receiving notice of the award, shall furnish and maintain for the life of the Agreement, a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City, in the amount of amount of 100% of the total bid as calculated on the Proposal Form as a guarantee that if the Agreement is entered into the Required Services will be fully performed.

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY OF  
SOLID WASTE, RECYCLABLE MATERIALS, YARD WASTE AND  
BULKY WASTE GENERATED WITHIN THE CITY OF GREENVILLE, OHIO,**

This Agreement for the collection, transportation and delivery for disposal or processing of solid waste and recyclable materials generated within the City of Greenville (the "Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, is by and between the City of Greenville, Ohio (the "City"), with its offices located at 100 Public Square, Greenville, Ohio 45331, and \_\_\_\_\_ (the "Contractor"), a corporation with an office located at \_\_\_\_\_.

**RECITALS**

**WHEREAS**, pursuant to Section 715.43 of the Ohio Revised Code, the City may establish such collection systems and solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of solid waste including, recyclable materials and yard waste generated within the City; and

**WHEREAS**, the City has determined that it is in the best interests of its residents that the City arrange for the collection, transportation, and delivery of all Acceptable Solid Waste, Separated Recyclable Materials, and Separated Yard Waste generated at Residential Units and Public Buildings located within the City to a solid waste disposal or processing facility (collectively the "Required Services"); and

**WHEREAS** on \_\_\_\_\_ and on \_\_\_\_\_, the City invited through advertisement, in a newspaper of general circulation, qualified providers of the Required Services to submit bids to provide such Required Services on the terms and conditions contained herein; and

**WHEREAS** on \_\_\_\_\_, following the official opening of bids for the Required Services by the Board of Control of the City of Greenville, Ohio, and consideration of bids for the Required Services, the City determined that the Contractor was qualified to provide the Required Services and approved the award of the contract to the Contractor; and

**WHEREAS**, the City and the Contractor have agreed on the terms and conditions for the delivery of the Required Services in conformance with the Bid Documents, including this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the parties incorporate the foregoing recitals and hereby agree as follows:

**ARTICLE I - DEFINITIONS**

The capitalized terms used herein shall be defined as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

**ARTICLE II - TERMS AND AGREEMENT**

2.1 **Term.** The term of this Agreement shall be for a two (2) year period beginning on May 1, 2020, and ending on April 30, 2022. The City may, in its sole discretion, extend the Agreement for an additional one (1) year period. The City shall state its intention to extend the Agreement in writing no later than the first of September prior to the date the Agreement would terminate.

2.2 **Independent Contractor.** During the term of this Agreement, and on the terms and conditions contained herein, the City hereby authorizes Contractor, and Contractor hereby accepts such authorization, on an exclusive basis and as an independent contractor, to collect, transport, and deliver for disposal or processing, on the City's behalf, Acceptable Solid Waste, Separated Recyclable Materials and Separated Yard Waste generated by Residential Units and Public Buildings within the City ("Residential Waste").

### **ARTICLE III - CONTRACTOR'S RESPONSIBILITIES**

3.1 **Collection Routes and Day of Collection.** Within ten (10) days after receiving the notice of award, the Contractor shall furnish the City, for the City's approval, the collection routes consisting of a route map, showing the individual routes and their beginning and ending points, and setting forth the weekday on which all Residential Waste shall be collected from each Residential Unit, with such collection occurring once each week on the same day of the week. The City retains the right to adjust the collection routes to provide for public convenience and safety. The Contractor shall not change the day of collection without providing written notice to the Director at least ten (10) days prior to the collection day that is proposed to be changed and obtaining the Director's approval thereof.

3.2 **Notice to Residents.** No later than ten (10) days prior to the first date of service hereunder and annually thereafter, the Contractor shall provide a letter to each customer listing the rules and regulations applicable to this Agreement including a complaint telephone number for the City and for the Contractor and each customer's collection schedule. This letter shall be submitted to the City for approval prior to distribution to the customers and not later than twenty (20) days prior to the first date of service hereunder.

3.3 **Holidays.** For the purpose of this Agreement, legal holidays that may be observed by the Contractor include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor shall make all necessary arrangements to collect all Residential Waste scheduled to be collected on any of such holidays prior thereto.

3.4 **Collection Hours.** Collection of Residential Waste shall be conducted between the hours of **7:00 a.m. and 3:00 p.m.**, unless prior arrangements are made with the Director.

3.5 **Residential Collection.** The Contractor shall collect all Residential Waste from each Residential Unit that has set out a Plastic Bag, Waste Wheeler, Recycling Bin, a Designated Separated Yard Waste Container, or securely tied bundle of Separated Yard Waste with an attached Yard Waste Sticker or Bulky Waste, at the curbside, alley or right-of-way for pick-up on the regular scheduled weekly collection day. Scheduled collection service shall not be suspended by the Contractor because of the temporary closing of any street, alley, lane or other public way.

This Agreement does not require the Contractor to provide any services to commercial establishments within the City. For the purposes of this Agreement, a Multi-Family Residence consisting of four or more Residential Units shall constitute a commercial establishment. The Contractor may, in its sole discretion, enter into private contracts to provide collection, processing or disposal services to commercial establishments within the City.

3.6 **Collection Service to Public Buildings.** The Contractor shall collect all Acceptable Solid Waste, Separated Recyclable Materials and Separated Yard Waste generated by all Public Buildings within the corporate limits of the City, and the City's Water Plant, upon such schedules approved by the Director as shall properly serve those institutions. No fee shall be charged to the City or those institutions, notwithstanding the frequency of collections which may be required or the volume or nature of the waste collected. This paragraph does not apply to the Hazardous Waste, Unacceptable Waste, or Construction and Demolition Debris generated at such institutions.

3.7 **Containers.** The Contractor shall make appropriate Containers available to all Residential Units as follows:

3.7.1 **Plastic Bags** -- The Contractor shall make the official designated Plastic Bags available for purchase by the customers through conveniently located retail outlets, through purchase from the route trucks, or from an office maintained by the Contractor in the City. Residential Units that use the Plastic Bag service must tie or attach a Plastic Bag to each item of Bulky Waste (or group of items tied together provided that the group can be handled by one man in one motion), to be collected by the Contractor. The price charged on the Plastic Bags shall include the collection and disposal or processing of Acceptable Solid Waste and Separated Recyclable Materials.

3.7.2 **Waste Wheeler** -- The Contractor shall provide a 30-40 gallon, 50-70 gallon, or an 80-100 gallon Waste Wheeler container on a rental basis to each Residential Unit located within the

City that requests a Waste Wheeler. The Contractor shall invoice the Waste Wheeler rental charge to such Residential Units on a quarterly basis. The rental charge for a Waste Wheeler shall include the collection and disposal or processing of Acceptable Solid Waste, Separated Recyclable Materials, Separated Yard Waste. All Bulky Waste and Separated Yard Waste set out with a Waste Wheeler at the curbside, alley or right-of-way for pick-up on the regular scheduled weekly collection day shall be collected by the Contractor without the need for the Residential Unit that uses the Waste Wheeler service to attach a Plastic Bag to such Bulky Waste or Yard Waste Sticker to such Yard Waste. A Yard Waste Wheeler may be offered.

3.7.3 **Recycling Bins** -- The Contractor shall provide a Recycling Bin at no charge to each Residential Unit located within the City, and shall replace damaged Recycling Bins at no charge.

3.7.4 **Yard Waste Stickers** -- The Contractor shall make Yard Waste Stickers available for purchase at conveniently located retail outlets, through purchase from the route trucks or from an office maintained by the Contractor in the City. The price charged for the Yard Waste Stickers shall include all costs of collection and processing of Separated Yard Waste.

3.8 **Animal Remains**. The Contractor shall collect, transfer and dispose of animal remains on a special pick-up basis whereby any person may notify the Contractor's Office by telephone of the existence of animal remains in a street, alley, or public right-of-way located within the City's limits and, upon receiving such notice, the Contractor shall immediately dispatch personnel to collect, transfer and dispose of the animal remains. Such collection by the Contractor shall in no case be later than twenty-four (24) hours after the Contractor is notified of the existence of the animal remains. The Contractor shall not request any charge or fee from any person for providing collection, transfer and disposal services for any animal remains pursuant to this Paragraph. This Paragraph does not apply to animal remains that are the result or by-product of commercial activities involving the destruction of animals.

3.9 **Semi-Annual City-Wide Clean-Up Days**: Contractor shall provide not less than two (2) city-wide clean-up days per route (spring & fall) whereby residents of the City may dispose of acceptable large items at no cost to such citizens or the City. Acceptable items include, but are not limited to:

1. Push type lawn mower (60 lb. limit)
2. Refrigerator with Freon removed by a technician
3. Water heater, stove, washer, dryer
4. Bed springs or mattress (wrapped in plastic, secured with tape)
5. Furniture
6. Lawn furniture
7. Bicycles
8. Television set, stereo equipment, microwave ovens, computer monitors
9. Carpet cut & tied in no more than 4 foot lengths
10. Construction debris tied in no more than 4 foot lengths
11. Bulky Waste as defined herein

There will be a five (5) item limit per Residential Unit.

3.10 **Care and Diligence**. If upon arrival for Regular Weekly Service, one or more Containers have spilled, or dogs or other animals have torn one or more Containers, the Contractors personnel shall pick up the Containers and their contents. If the condition of spilled or torn Containers persists at any one stop, arrangements with the Residential Unit to protect the Containers may be made. Additionally, the Contractor shall use due care to avoid damaging Collection Containers and shall return emptied containers to the point of collection, upright with any lid in place. The Contractor shall immediately pick up or sweep up any materials that the Contractor spills during collection. The Contractor shall make a like kind replacement of any Container damaged by the Contractor within 24 hours of notification by a Residential Unit. All Residential Waste collected and transported by the Contractor shall be contained within the collection vehicle such that no material may escape the vehicle during transportation by leaking, spilling, or blowing.

3.11 **Violation of Placement, Size, Weight Standards; Refusal to Pick-Up.** Upon the first instance that a customer places Acceptable Solid Waste, Separated Recyclable Materials or Separated Yard Waste out for collection in a manner that violates the standards set forth herein, the Contractor shall leave a tag or notice advising the Residential Unit of the reasons why such placement of materials is unacceptable. Upon any subsequent instance that a customer places Acceptable Solid Waste, Separated Recyclable Materials or Separated Yard Waste out for collection in a manner that violates the standards set forth herein, the Contractor may refuse to pick up such materials provided that at the time of refusal the Contractor leaves a tag or notice advising the Residential Unit of the reasons for the Contractor's refusal to pick up the materials. The Contractor shall provide the City with copies of all tags or notices left with Residential Units pursuant to this paragraph.

3.12 **Equipment.** The Contractor shall furnish all Equipment necessary to provide the Required Services set forth herein, as well as the necessary facilities for the thorough cleaning and maintenance of such Equipment, and shall keep the Equipment in a clean, sanitary and safe operating condition at all times. All such Equipment may be inspected from time to time by the Director to determine that the same are clean, sanitary and in safe operating conditions; however, such a determination shall not constitute a representation by the City or the Director that the Equipment is safe. Any Equipment that in the opinion of the Director is not clean, sanitary or in a safe operating condition shall be removed from service by the Contractor until it has been cleaned and/or repaired to the satisfaction of the Director. All Equipment used by the Contractor to provide the Required Services under this Agreement shall be marked "Greenville Solid Waste Collection and Disposal Service" in letters not less than six inches (6") high and the truck number shall be affixed to each side and rear of the truck.

3.13 **Transportation and Delivery of Acceptable Solid Waste to Solid Waste Facilities.** Contractor shall be responsible for disposal of Acceptable Solid Waste. Upon delivery of Acceptable Solid Waste to the Solid Waste Facility identified by the Contractor on the Proposal Form, Contractor shall be responsible for payment of all associated disposal fees, facility tip fees, and other governmental fees directly to the Solid Waste Facility. Contractor's prices shall include collection, transportation, processing, and disposal costs. If at any time Contractor delivers Acceptable Solid Waste to any Solid Waste Facility other than that identified on its Proposal Form, Contractor shall notify the Director of such change. Any such solid waste facility shall at all times be properly licensed and permitted by the governmental agency or agencies having jurisdiction over the facility.

3.14 **Transportation and Delivery of Separated Recyclable Materials and Separated Yard Waste to Processing Facilities.** Contractor shall be responsible for processing of Separated Recyclable Materials and Separated Yard Waste. Upon delivery of Separated Recyclable Materials and Separated Yard Waste to the Processing Facility(s) identified by the Contractor on the Proposal Form, Contractor shall be responsible for payment of all associated processing directly to the Processing Facility. Contractor's prices shall include collection, transportation, and processing costs. If at any time Contractor delivers Separated Recyclable Materials or Separated Yard Waste to any Processing Facility other than that identified on its Proposal Form, Contractor shall notify the Director of such change. The Contractor shall not at any time deliver any Separated Recyclable Material or Separated Yard Waste for disposal.

3.15 **Workmanship.** All Required Services performed by the Contractor pursuant to this Agreement shall be in a competent and workmanlike manner.

#### **ARTICLE IV ADDITIONAL CONTRACTOR RESPONSIBILITIES AND CUSTOMER COMPLAINTS**

4.1 **Discrimination and Intimidations.** The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to his hire, tenure, terms, conditions or privileges of employment, because of race, creed, color, religion, national origin or ancestry. Any breach of this paragraph may be deemed by the City to constitute a material breach of contract.

4.2 **Prevailing Wage Rate.** The Contractor agrees to comply with all requirements relative to the payment of wages as may be determined by the Ohio Department of Commerce, Bureau of Wage & Hour Administration, as they may apply to the nature of the services contemplated herein.

4.3 **Employee Training.** The Contractor shall provide training in operations and safety practices for all employees involved in providing Required Services pursuant to this Agreement.

4.4 **Conduct of Contractor's Employees.** The Contractor shall perform all Required Services required in this Agreement in compliance with federal, state and local laws, ordinances, rules and regulations. The Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Contractor's company name in large type. The Contractor agrees that upon presentation by the Director that an employee of the Contractor who is actually engaged in providing Required Services under this Agreement is providing said services in a manner that is unsatisfactory to the City, the Contractor shall, upon written notice thereof, remove that employee from the job and replace that employee.

4.5 **Contractor's Office and Telephone.** The Contractor shall maintain a local Office for the transaction of business, including receipt of toll free service calls or complaints, and shall be open to take such calls on all working days between the hours of 8:30 AM and 4:00 PM, Monday through Friday. All complaints shall be given prompt and courteous attention, and in the case of missed collections, the Contractor shall investigate and if verified, shall arrange for collection as provided in paragraph 8.1 herein.

4.6 **Daily Information Exchange.** The City and the Contractor shall exchange information concerning complaints.

4.7 **Performance Bond.** Upon execution of the Agreement or within ten (10) days after receiving the notice of award, whichever event first occurs, the Contractor shall furnish and maintain for the life of this Agreement, a Performance Bond executed by a duly authorized surety acceptable to the City in all respects, or such other security acceptable to the City, in the amount of 100% of the amount set forth in Contractor's proposal.

## **ARTICLE V - CUSTOMER RESPONSIBILITIES**

5.1 **Placement of Containers.** Residential Units must place all Residential Waste in approved Containers which shall be placed at the alley, curb side, or their regular place for collection for pick-up service prior to 7:00 AM on the regularly scheduled collection day. The use of a Container other than those specifically approved in this Agreement is prohibited. When practicable, all such waste shall be drained of excess liquid.

5.2 **Bulky Items.** All boxes, papers, tree trimmings and other Bulky Wastes shall be crushed as practicable and bundled in lengths not exceeding forty-eight inches (48"), with a diameter not exceeding eighteen inches (18") and a total weight not exceeding fifty (50) pounds. Bulky Wastes may be placed beside the Collection Container, however, each Residential Unit utilizing Waste Wheeler Service is limited to three (3) items of Bulky Waste placed outside of the Waste Wheeler per collection.

5.3 **Public Buildings.** Public Buildings may use commercial-type covered containers that have been approved by the Director.

5.4 **Separated Yard Waste.** Residents that place Separated Yard Waste in a container that is intended to be disposed of with the Separated Yard Waste must use an approved container suitable for the composting process. See Exhibit A Section E-4.

## **ARTICLE VI - BASIS AND METHOD OF PAYMENT**

6.1 **Price Bids.** The unit price bids for Plastic Bags and Yard Waste Stickers, and monthly rental price bids for Waste Wheelers shall include all labor, material, Equipment, fees, permits, charges, documentation, reporting and all other incidentals to provide all of the Required Services identified in this Agreement for the collection, transportation, and delivery to an appropriate disposal or processing facility including all costs of disposal or processing. These prices also include all costs associated with the collection, transportation, delivery and processing of Separated Recyclable Materials. The Contractor shall provide each Residential Unit with a Recycling Bin as provided in this Agreement and shall collect and deliver for processing all Separated Recyclable Materials at no additional charge to residents or the City.

6.2 **Billing and Payment.** Residential Units that use Plastic Bags and Yard Waste Stickers shall purchase such items for the unit price charged by the Contractor at the locations where the Contractor makes such items available for purchase. Residential Units that use Waste Wheelers shall be invoiced directly by the Contractor, in advance on a quarterly basis, the monthly rental price bid for each of the three months contained in the billing period. Residential Units shall pay such invoices directly to the Contractor, by ordinary mail or in person at the Contractor's Office, within thirty (30) days after receiving the invoice. Public Buildings shall not be invoiced by the Contractor or required to pay a charge or fee for the services identified in these specifications.

6.3 **Price Increases.** The unit price for Plastic Bags, monthly price for Waste Wheelers, and unit price for Yard Waste Stickers shall not be increased for the two (2) year term of this Agreement, or increased by more than three percent (3%) at the beginning of any extension of this Agreement, except as otherwise provided in the Instructions To Bidders, this Agreement and the Proposal Form. Notwithstanding the foregoing limitations on price increases, the Contractor shall be permitted to increase the unit price for Plastic Bags, monthly price for Waste Wheelers, and unit price for Yard Waste Stickers for the purpose of passing on to the customers increases in federal, state, local or District taxes and fees that may be imposed upon the collection, transportation or delivery of Solid Waste during the term of this Agreement. *Any such price increases shall become effective thirty (30) days after written notice has been provided to the City and the Contractor has advertised notice of the increase in a local newspaper of general circulation.*

6.4 **Price Increases Due to Exceptional or Extraordinary Circumstances.** Notwithstanding the provisions contained in the Bid Documents, the City reserves the right to allow the Contractor to increase the unit price for Plastic Bags, monthly price for Waste Wheelers, and unit price for Yard Waste Stickers if, in the City's sole discretion, the Contractor demonstrates that extraordinary or exceptional circumstances warrant a price increase to the extent requested by the Contractor. The Contractor shall submit a formal written request to the City stating the amount and the reason for the price increase at least sixty (60) days before the date proposed by the Contractor for the increase to go into effect. The Contractor may not increase prices pursuant to this paragraph unless the City has issued a written statement to the Contractor authorizing the Contractor to increase the price, and specifying the amount of the increase. *Such a price increase shall become effective thirty (30) days after the Contractor has advertised notice of the price increase in a local newspaper of general circulation, which advertisement shall be made after the City has issued an authorization to increase prices pursuant to this paragraph.* The City may request, and the Contractor shall provide, any information that may be appropriate to determine whether exceptional or extraordinary circumstances for purposes of this paragraph.

## **ARTICLE VII - DATA COLLECTION AND REPORTING**

7.1 **Data Collection and Reporting:** The Contractor shall maintain information and data on the services provided by the Contractor pursuant to this Agreement, and shall compile such information and data in the following records, using forms provided or approved by the City or as otherwise mutually agreed by the City and the Contractor:

- 7.1.1 A record of the number of Plastic Bags and Waste Wheelers collected by the Contractor on each regular pick-up day;
- 7.1.2 A record of the number and type of commercial-type covered containers collected by the Contractor from Public Buildings on each regular pick-up day;
- 7.1.3 A record of the total amount of Residential Waste generated within the City that the Contractor delivers to the Solid Waste Facility, on a cubic yard (specify compacted or uncompacted) or tonnage basis, for each day that such waste is delivered to that facility;
- 7.1.4 A record of the amount of cubic yards (identified as either compacted or uncompacted) or tons of Bulky Waste collected by the Contractor, to the extent that such waste is collected separately from Acceptable Solid Waste;
- 7.1.5 A record of the amount of Separated Recyclable Materials collected by the Contractor on each regular pick-up day; and

7.1.6 A record identifying the amount of any payments, discounts or rebates that the Contractor receives from the Solid Waste Facility for Recyclable Materials that the Solid Waste Facility recovers from Recyclable Materials collected within the City and delivered by the Contractor to the Solid Waste Facility.

7.2 The Contractor shall prepare the foregoing records and have them available for inspection by the Director if requested. Weight slips for each load of Residential Waste must be obtained at the time of delivery to the Solid Waste Facility. Copies of such weight slips shall be forwarded to the City upon request.

## **ARTICLE VIII MISSED COLLECTIONS, BREACH OF CONTRACT, TERMINATION**

8.1 **Missed Collections.** The City shall report any called in missed collections to the Contractor. If reported to the Contractor prior to 3:00 PM on the collection day, if practicable, the Contractor shall return and make the collections on that day. If reported after 3:00 PM, the Contractor shall make the missed collections on the next business day.

8.2 **Charge for Nonperformance.** In the event that any of the obligations of the Contractor under this Agreement is not performed to the satisfaction of the City, the City may deem such nonperformance as a failure by the Contractor to any Residential Unit or Public Building that is affected by such nonperformance. The Director shall have the right to investigate any alleged nonperformance by the Contractor and, in the event that the Director determines that such nonperformance has occurred, the Director may charge a penalty to the Contractor for such nonperformance, the amount of which shall be calculated by multiplying the number of Residential Units or Public Buildings affected by such nonperformance by the value of compensation that the Contractor receives, on average, for providing waste collection and transportation service to Residential Units located within the City. It shall be presumed for purposes of this Agreement that the equivalent of one (1) 80-100 gallon Waste Wheeler is collected from the average Residential Unit each week. Therefore, the penalty shall be calculated as follows:

8.2.1 Penalty = Cost of one (1) 80-100 gallon Waste Wheeler.

8.2.2 The 90-100 gallon Waste Wheeler cost shall be determined by the unit price for 80-100 gallon Waste Wheeler charged by the Contractor.

8.2.3 The Director may notify the Contractor of a determination of nonperformance and the amount of the penalty, in writing, by first class U.S. Mail. The Contractor shall remit the penalty to the Director within thirty (30) days after receiving the Director's written notice. The Contractor agrees that the Director's determination of nonperformance and calculation of the penalty amount is final, binding, and shall not be subject to challenge by the Contractor unless the Director has committed gross abuse of discretion and the penalty has been remitted to the City's treasurer under protest. The Director shall remit all penalties paid by the Contractor to the City's treasurer for deposit into the City's general fund. Failure of the Contractor to pay the penalty shall constitute a material breach of the contract for which the Director may invoke procedures to terminate this Agreement in the manner provided in Paragraph 8.4 of this Agreement.

8.2.4 The Contractor must strictly comply with all requirements pertaining to performance of the Required Services. The Contractor's repeated failure to comply with said requirements shall, irrespective of the preceding paragraph, constitute a material breach of contract and cause for terminating the contract in the manner provided in Paragraph 8.4 of this Agreement, as well as the forfeiture of all bonds posted by the Contractor, unless the Contractor demonstrates that such repeated failures are due to strikes or acts of God, or other causes beyond the Contractor's general control.

8.3 **Performance Assurance.** The Contractor shall immediately report to the Director any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the Director's own determination that any such notice, order, event, circumstance or condition adversely



affects that ability of the Contractor to fulfill its obligations hereunder, the Director shall have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days of such demand, shall submit to the Director its written response to any such demand. In the event that the Director does not agree that the Contractor's response will provide adequate assurance of future performance to the City and its residents, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Required Services provided by Contractor, declare that Contractor is in default of its obligations under this Agreement or take such other action the Director deems necessary to assure that the services to be provided herein will be available to the City and its residents.

8.4 **Breach of Contract:** Upon the material failure of the Contractor to comply with the terms or conditions of this Agreement, the Director may revoke this Agreement in the following manner:

8.4.1 The Director shall file a written complaint of failure of performance for any such material neglect or breach with the Greenville City Council ("Council") at any regular/special session of Council; Council shall set a hearing date for hearing the complaint at a special/regular session called for that purpose, and shall be at least 10 days from the date the notice is issued thereof; the Clerk of Council shall cause notice of the hearing to be sent to the Contractor; if after the hearing Council determines by a two-thirds vote that the violation has not ceased or satisfactory arrangements for the correction have not been made, then this Agreement shall be revoked and canceled because of such failure or neglect, and this Agreement shall be declared null and void by the Director within fifteen (15) days from the findings.

8.4.2 In the event of such termination the surety shall have the right to take over and perform this Agreement, provided, however, that if the surety does not commence performance thereof by the effective date of the termination of this Agreement, the City shall take over the work and prosecute the same by contract or otherwise at the expense of the surety. In the event of the City taking over the work, the Contractor shall be responsible to furnish to the City any equipment they would need to operate such collection service at its expense until arrangements to continue the work by contract, by the surety or otherwise have been completed by the City.

8.5 **Termination for Change of Control of Contractor.** The award of this Agreement is based on the ownership and control of Contractor as of the time of the award and such ownership and control is of material significance in such award. If during the term of this Agreement, Contractor shall be merged or sold, the City shall have the right in its sole discretion to terminate this Agreement upon thirty (30) days written notice of termination to Contractor.

## **ARTICLE IX -- INSURANCE AND INDEMNIFICATION**

9.1 **Public Liability Insurance.** The Contractor shall secure, pay for, and maintain throughout the term and any extension of this Agreement, public liability and property damage insurance as shall protect Contractor and City, as named insured, from claims for personal injury and property damage which may arise because of the nature of the work or from performance under this Agreement.

9.2 **Automobile Liability Insurance.** The Contractor shall secure, pay for, and maintain throughout the term and any extension of this Agreement, automobile public liability and property damage insurance as shall protect Contractor and City, as named insured, from claims for personal injury or property damage which may arise from the use and operation of motor vehicles and equipment engaged in the various operations and performance under this Agreement.

9.3 **Insurance Limits.** The amount of such liability insurance shall be adequate to provide full coverage of not less than \$2,000,000 each occurrence, \$2,000,000 aggregate for bodily injury and \$2,000,000 each occurrence, \$2,000,000 aggregate, for property damage.

9.4 **Certificates of Insurance.** Certificates of insurance, acceptable to the City, shall be filed with the City at the time this Agreement is executed. These certificates shall contain a provision that coverages afforded

under the policies will not be canceled or reduced until at least thirty (30) days prior written notice has been given to the City.

9.5 **Workers' Compensation Coverage.** Prior to commencing work under this Agreement, Contractor shall furnish to the City satisfactory proof that Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Agreement, and Contractor shall hold the City free and harmless for all personal injuries of all persons performing work for Contractor under this Agreement.

9.6 **City as Named Insured.** The City shall be named as a named insured on all of the insurance policies required by this Agreement.

9.7 **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Required Services under this Agreement, provided that any such claim, damage, loss, or expense:

9.7.1 is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and

9.7.2 is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

9.8 **Environmental Indemnification.** Contractor shall protect, defend and indemnify the City, its members of council, employees, agents, officers and consultants (each a "City Indemnitee") against, and hold each City Indemnitee harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any City Indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by Contractor's negligence or willful misconduct relating to the Required Services. Any City Indemnitee shall promptly notify Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give Contractor the opportunity to defend such claim and shall not settle such claim without the approval of Contractor. This paragraph 9.8 shall survive expiration or earlier termination of this Agreement.

9.9 **Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

9.10 **Indemnity Not Limited.** In any and all claims against the City or any of its agents or employees, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees benefit acts.

## **ARTICLE X -- MISCELLANEOUS**

10.1 **Contractor Covenants.** The Contractor covenants and agrees to comply with at all times the laws, ordinances, rules and regulations of the State of Ohio, the City, the District, and the Darke County General Health District that are applicable to the Contractor's operation under this Agreement.

10.2 **Covenant Not to Sue.** During the time this Agreement is in effect, the Contractor shall not challenge, directly or indirectly, the District's designation of one or more facilities to provide processing and/or disposal services for Acceptable Solid Waste, Separated Recyclable Materials or Separated Yard Waste generated within the District.

10.3 **Bid Documents.** Bid Documents attached hereto and identified herein are all incorporated by reference and made a part hereof. In the event of any conflict between Bid Documents and a provision of this Agreement, this Agreement shall control.

10.4 **Entire Agreement.** This Agreement, and applicable portions of the Bid Documents incorporated herein represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

10.5 **Notices.** Written notice required to be given under this Agreement shall be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention \_\_\_\_\_; and to the City, attention Safety/Service Director, at their respective addresses set forth above. Any change in address must be given in like manner.

10.6 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach of this Agreement by the City or the Contractor shall be effective unless in writing signed by the City and the Contractor.

10.7 **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.

10.8 **Unenforceable Provision.** If any provision of this Agreement is in any way unenforceable, such provision shall be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

10.9 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement any of its rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

10.10 **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

**IN WITNESS WHEREOF**, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

ATTEST:

**CITY OF GREENVILLE, OHIO:**

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Director of Safety and Service

(SEAL)

Name Curt Garrison

Contractor must indicate whether Corporation, Partnership, Company or Individual. (THE PERSON SIGNING SHALL, IN OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, HIS OWN NAME, AND HIS TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.)

(SEAL)

\_\_\_\_\_  
Name

ATTEST:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
City/State/Zip

Name \_\_\_\_\_

(Please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## EXHIBIT A DEFINITIONS

- a) **"Acceptable Solid Waste"** means that portion of Solid Waste that is disposed of by the occupants of a Residential Unit or a Public Building located within the City including Bulky Waste which is appropriate for delivery to a Solid Waste Facility, but does not include any Separated Recyclable Materials, Separated Yard Waste, Construction and Demolition Debris (except from household remodeling, repair or alteration projects), or Unacceptable Waste. If any governmental agency or unit having appropriate jurisdiction determines that substances which are not, as of the date of this request for proposals, considered harmful, toxic, or dangerous, are in fact harmful, toxic or dangerous or are hazardous or harmful to health, then any such substances or materials shall thereupon constitute Hazardous Waste or Unacceptable Waste for purposes of this definition.
- b) **"Bulky Waste"** means oversize or bulky items exceeding twenty (20) pounds in weight, such as small appliances (vacuum cleaners, air conditioners, televisions, VCRs), furniture (mattresses, box springs, chairs, tables, etc.), cardboard cartons with material in them (except large moving cartons) in a dry condition and capable of being picked up without the bottom tearing out, household Construction and Demolition Debris, waste tires, and other similarly sized household items which can be picked up by one man in one motion. Large appliances, pieces of furniture, and other items that are too large to be picked up by one man in one motion shall be picked up on a special pickup basis.
- c) **"City"** means the City of Greenville, Ohio.
- d) **"Construction and Demolition Debris"** means those materials resulting from the alteration, construction, destruction, rehabilitation, or repair of any manmade physical structure, including, without limitation, houses, buildings, industrial or commercial facilities, or roadways. Construction and Demolition Debris does not include materials identified or listed as solid wastes or hazardous waste pursuant to Chapter 3734 of the Revised Code and rules adopted under it; materials from mining operations, nontoxic fly ash, spent nontoxic foundry sand, and slag; or reinforced or non-reinforced concrete, asphalt, building or paving brick, or building or paving stone that is stored for a period of less than two years for recycling into a usable construction material.
- e) **"Container"** means and includes the following:
- (1) A **"Plastic Bag"** that shall be of a type approved by the Safety/Service Director. Plastic bags so approved shall be one distinct color and have the "City of Greenville" imprinted on them, and shall be made available for purchase by the Contractor at conveniently located retail outlets, through purchase from the route trucks or from an office maintained by the Contractor in the City. **The bag shall have a minimum two mill (.002") thickness as well as a thirty (30) gallon minimum capacity.**
  - (2) **"Waste Wheeler"** containers in 30-40 gallon, 50-70 gallon, and 80-100 gallon sizes that may be rented by a Residential Unit from the Contractor.
  - (3) A plastic **"Recycling Bin"** provided by the Contractor, with a capacity not greater than twenty (20) gallons, that is one distinct color except for the Contractor's identification and service mark and a label that states "Recycling". All such bins placed into use by the Contractor shall be colored uniformly.
  - (4) A **"Designated Separated Yard Waste Container"** provided by the resident for the separate storage of Separated Yard Waste in an amount not to exceed fifty (50) pounds. The use of tubs, buckets, baskets, boxes (cardboard or otherwise), crates and barrels as a container is prohibited. Separated Yard Waste may also

be bundled and securely tied with cotton twine not exceeding fifty (50) pounds. A **"Yard Waste Sticker"** of distinct color and size shall be placed in a visible location on such containers or bundles. Such Yard Waste Stickers shall be made available for purchase by the Contractor at conveniently located retail outlets, through purchase from the route trucks or from an office maintained by the Contractor in the City. Contractor may furnish for rent to residents a Yard Waste Wheeler.

- f) **"Contractor"** means the person, firm or corporation that is awarded a contract to provide the Required Services.
- g) **"Director"** means the Director of Public Safety/Service of the City or his duly authorized agent or designee.
- h) **"District"** means the Darke County Solid Waste Management District with its principal offices located at 603 Wagner Ave. Ste. C, Greenville, Ohio 45331, phone (937)547-0827.
- i) **"Equipment"** means any and all vehicles provided and used by the Contractor to provide the Required Services; such vehicles shall be modern, all steel, enclosed, packer-type trucks unless otherwise approved in writing by the Director, and shall possess valid licenses and registrations as may be required by the District, the Darke County General Health District, and any other governmental agency that may require such vehicles to obtain a license or registration. The Contractor shall provide the necessary facilities for the thorough cleaning and maintenance of the Equipment and shall keep the same in a clean, sanitary and safe operating condition at all times.
- j) **"Hazardous Waste"** means any waste which, by reason of its listing, composition or characteristics is a hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980) and related federal, state and local laws and regulations, or in any additional or substitute federal, state or local laws and regulations pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes, as any of the foregoing is from time-to-time amended or replaced.
- k) **"Multi-family Residence"** means the grouping together of four or more Residential Units in the same structure and shall constitute a commercial customer establishment.
- l) **"Office"** means an office maintained by the Contractor for the transaction of business, including the receipt of toll-free service calls or complaints, which shall be staffed by an employee of the Contractor. A telephone answering service does not fulfill this obligation. The Office shall be open on all of the Contractor's working days, i.e. Monday through Friday from 8:30 AM to 4:00 PM.
- m) **"Processing Facility"** means the recycling or materials recovery facility or composting facility identified by Contractor on its disposal form as the facilities to which all Separated Recyclable Materials and Separated Yard Waste shall be delivered by the Contractor for processing.
- n) **"Public Buildings"** means the following grounds and facilities that are owned and operated by the City or within the City's corporate limits: Municipal Buildings; public refuse containers located along Broadway; Parks and Recreation; Waste Water Treatment; Water Plant (located outside the City limits); Street Department and City Garage; Transit Building; Greenville Public Schools; and the Public Library.
- o) **"Regular Weekly Service"** means a regularly scheduled once-per-week collection service for Acceptable Solid Waste, Separated Recyclable Materials and Separated Yard Waste that is provided by the Contractor to all Residential Units and Public Buildings, according to a schedule that has been approved by the Director.

- p) **"Required Services"** means the collection, transportation and delivery for disposal or processing of all Acceptable Solid Waste, Separated Recyclable Materials, and Separated Yard Waste generated by Residential Units and Public Buildings located within the City of Greenville, Ohio; the providing of Containers, Equipment, materials, maintenance, labor, record keeping and reporting, as may be required by this Agreement, and all other incidentals to perform all of the Required Services listed above and the services and obligations identified in the Instructions to Bidders and this Agreement.
- q) **"Residential Unit"** means a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.
- r) **"Residential Waste"** means all Acceptable Solid Waste, Separated Recyclable Materials, and Separated Yard Waste generated by Residential Units and Public Buildings located within the City of Greenville, Ohio.
- s) **"Separated Recyclable Materials"** means, at a minimum, the following materials which have been separated from Solid Waste at the point of generation or at the point of collection and placed into a Recycling Bin:
- PET or HDPE plastic containers
  - Glass containers
  - Newspaper
  - Steel, aluminum and bi-metal cans

Any change in the type of materials collected must be approved by the Director.

- t) **"Separated Yard Waste"** means grass, leaves, hedge trimmings, limbs, brush and other vegetative material suitable for organic composting, that is placed into a designated Separated Yard Waste Container provided by the resident, or bundled together in four foot lengths with a two foot diameter (limbs shall not be larger than 8 inches in diameter) and securely tied with cotton twine. Holiday trees also fall under this heading. No such container or bundle may weigh more than 50 pounds. Separated Yard Waste shall be collected as part of Regular Weekly Service when a Yard Waste Sticker of distinct color and size is attached to each container or bundle of Separated Yard Waste in a visible location; or when set out without a sticker with the Waste Wheeler.
- u) **"Solid Waste"** means such unwanted residual solid or semisolid material as results from residential, industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, animal remains, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a Hazardous Waste.
- v) **"Solid Waste Facility"** means the solid waste facility identified by the Contractor in the Proposal Form to which all Acceptable Solid Waste collected pursuant to this Agreement shall be delivered. Such Solid Waste Facility shall at all times maintain all appropriate licenses and permits required by any governmental agency having jurisdiction over such facility. Additionally, the Contractor must comply at all times with District rules including, without limitation, rules regarding designation of facilities.
- w) **"Unacceptable Waste"** means the following: that portion of Solid Waste which is not permitted by applicable law to be delivered or disposed of at the Solid Waste Facility; medical waste; ashes; foundry sand; asbestos, sealed drums/barrels; motor vehicles, marine vessels, agricultural machinery, other types of machinery, and large parts thereof; and liquid wastes, unless the foregoing Unacceptable Waste is delivered in minimal quantities and concentrations as part of normal collections, in which case it shall

constitute Acceptable Solid Waste. Unacceptable Waste also includes items that are too large to be collected as Bulky Waste, Construction and Demolition Debris other than from household remodeling, repair or alteration projects (which constitutes Acceptable Solid Waste), nuclear or radioactive materials to the extent they do not constitute Hazardous Wastes, and any other material that threatens public peace, health or safety, including but not limited to, infectious waste, pathological or biological waste, septic, cesspool, or human waste, human remains, cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics, poisons, explosives and drugs.



**PROPOSAL  
FOR THE COLLECTION, TRANSPORTATION AND DELIVERY OF  
RESIDENTIAL SOLID WASTE FOR THE CITY OF GREENVILLE, OHIO**

I, or we, \_\_\_\_\_, having carefully examined the Legal Notice - Invitation to Bidders, Instructions to Bidders, Agreement, and the Proposal Form (hereinafter referred to as the "Bid Documents"), are completely familiar with the Definitions and the Required Services identified in said Bid Documents, as adopted by the City of Greenville, Ohio, and also having toured the City to become completely familiar with all of the conditions affecting its bid, I, or we, hereby propose to furnish all materials, labor, equipment, bonds and insurance necessary for the performance of the Required Services, as set forth in the Bid Documents. Said Required Services shall be performed beginning May 1, 2020, for the following amounts to-wit:

**RESIDENTIAL REGULAR WEEKLY COLLECTION SERVICE TWO (2) YEAR CONTRACT:**

- One "City of Greenville" plastic bag (minimum 30 gallon capacity)      \$\_\_\_\_\_ per bag
- One 80-100 Gallon Full Service Waste Wheeler Container      \$\_\_\_\_\_ per month  
Specify Size\_\_\_\_\_
- One 50-70 Gallon Full Service Waste Wheeler Container      \$\_\_\_\_\_ per month  
Specify Size\_\_\_\_\_
- One 30-40 Gallon Full Service Waste Wheeler Container      \$\_\_\_\_\_ per month  
Specify Size\_\_\_\_\_
- One "Yard Waste Sticker" for a Designated Container or Securely  
Tied Bundle of yard waste not to exceed 50 lbs in weight      \$\_\_\_\_\_ per sticker
- One 80-100 Gallon Yard Waste Wheeler Container      \$\_\_\_\_\_ per month  
Specify Size\_\_\_\_\_

**Alternate "A"**

- One 80-100 Gallon Full Service Waste Wheeler Container      \$\_\_\_\_\_ per month  
Specify Size\_\_\_\_\_
- One 50-70 Gallon Full Service Waste Wheeler Container      \$\_\_\_\_\_ per month  
Specify Size\_\_\_\_\_
- One 30-40 Gallon Full Service Waste Wheeler Container      \$\_\_\_\_\_ per month  
Specify Size\_\_\_\_\_
- One 80-100 Gallon Yard Waste Wheeler Container      \$\_\_\_\_\_ per month  
Specify Size\_\_\_\_\_

The above bid prices include all costs associated with collection, transportation and delivery for disposal or processing of Acceptable Solid Waste, Separated Recyclable Materials and Separated Yard Waste generated at Residential Units and Public Buildings within the City of Greenville, including container rental where applicable and all disposal fees and processing fees as described within the Bid Documents. The successful bidder shall provide a Recycling Bin to all Residential

Units within the City and shall collect at a minimum the Separated Recyclable Materials identified within these Bid Documents at no additional charge to the City or the residents. Additionally, the successful bidder shall hold a minimum of two annual City-wide Clean up days as described within these Bid Documents at no additional charge to the City or the residents. (Provide information by attachment.)

Identify by name and address the Solid Waste Facility and/or Processing Facility to which all Acceptable Solid Waste, Separated Recyclable Materials and Separated Yard Waste collected within the City Of Greenville pursuant to this proposal will be delivered. The Bidder must comply at all times with the Darke County Solid Waste Management District's rules, including, without limitation, rules regarding designation of facilities. (Provide information by attachment.)

The quoted price of the Plastic Bags shall remain firm for the Contract period, except that upon showing satisfactory proof that the cost of the bags have increased by a minimum of one (1) cent per bag by the manufacturer of said Plastic Bags, the City of Greenville shall make an adjustment in the price so as to permit such increase to be passed on to the Plastic Bag customer.

The undersigned, \_\_\_\_\_, agrees that the City reserves the right to reject any and all bids, to waive any informalities or irregularities in the bids received, to accept that bid which is considered lowest and in the best interest of the City of Greenville, Ohio.

The undersigned also agrees that if its bid is accepted by the City, it shall be prepared to start performance of the Required Services on May 1, 2020, and within ten (10) days after said acceptance and notice of award complete the execution of the Agreement with the City and that he shall post a surety bond for the faithful performance thereof. Said bond shall be executed by a responsible surety company acceptable to the City and to be 100% of the total bid, said bond shall be furnished in this amount for the length of the contract and in the event of a legal determination of breach of contract, said bond shall be forfeited as liquidated damages. The undersigned agrees that he shall also submit proof of the required \$2,000,000.00 Public Liability and Property Damage Insurance on a form and by a company approved by the Director.

Total Bid (for Bond amount) \_\_\_\_\_ \$ \_\_\_\_\_  
(Customer count 4,885 x '80-100 gallon' Waste Wheeler price per month \$ \_\_\_\_\_ X 24 = total bid).

Total Bid in Words \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_





**NON-COLLUSION AFFIDAVIT**

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

SS.

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_ (sole owner, partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any bidder or person, to put in a sham bid, or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Greenville, Ohio or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
Affiant's Signature

SWORN to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

**CORPORATE AFFIDAVIT**

(To be filled in and executed if the Contractor is a Corporation.)

STATE OF OHIO \_\_\_\_\_ )

SS:

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says that he/she is Secretary of the \_\_\_\_\_, a Corporation organized and existing under and by virtue of the laws of the State of Ohio, and having its principal office at:

\_\_\_\_\_  
Street Address/City/State/Zip Code

AFFIANT further says that he/she is familiar with records, minutes, books, and bylaws of the:

\_\_\_\_\_  
Name of Corporation

AFFIANT further says that:

\_\_\_\_\_  
Name of Officer/Title

is duly authorized to sign the Agreement for the following:

\_\_\_\_\_  
Name of Contract

for said Corporation by virtue of:

\_\_\_\_\_  
(State whether a provision of bylaws or resolution by Board. If resolution, give date of adoption.)

\_\_\_\_\_  
Signature

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_, as principal ("Principal"), and \_\_\_\_\_, as surety ("Surety"), are hereby held and firmly bound unto the City of Greenville, Ohio (the "City") , in the penal sum Fifty Thousand and 00/100 Dollars (50,000.00), lawful money of the United States. For the payment of such sum to be made, the Principal and Surety bind their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, submit a bid ("Bid") to the City for the Required Services (as that term is defined in the City's Legal Notice - Invitation to Bid), for the Collection, Transportation and Delivery of Residential Waste For The City.

NOW, THEREFORE, if the Bid is accepted by the City and the Principal shall within ten (10) days after the prescribed forms are presented to the Principal for signature, execute the Agreement as required by the Instructions to Bidders and in accordance with the Bid as accepted, and give a Performance Bond or other security reasonably acceptable to the City for the faithful performance and proper fulfillment of such contract, which bond or security shall be in the full amount of the bid, **OR** if the Bid of the Principal is not accepted by the City, then the above obligation will be void and of no effect; or in the event of the acceptance of the Bid and the failure to enter into such contract or give such bond or security within the time specified, then the above obligation will remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this Bond under their several seals, if any, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by their respective representatives, pursuant to authority of their respective governing bodies.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name of Principal)\*

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

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Affix  
Corporate  
Seal

\_\_\_\_\_  
(Name of Corporate Surety)

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

Address: \_\_\_\_\_

\_\_\_\_\_  
Affix  
Corporate  
Seal

\* The Principal shall fill out the appropriate form, as follows, indicating legal status of the Principal and shall strike out the other two forms.





## EXHIBIT B RECENT ACTIVITY HISTORY

1. Waste Collected in 2018 = 6,513.25 tons, actual
2. Recycling Tonnage for 2018 = 937.10 tons, actual
3. Number of Bags sold in 2018 = 38,500
4. Yard Waste Stickers sold in 2018 = 2,025
5. Current 96 Gallon Waste Wheeler Customers = 2,594
6. Current 65 Gallon Waste Wheeler Customers = 484
7. Current 35 Gallon Waste Wheeler Customers = 225