

**City of Clayton**

**Specifications and Proposal Documents**  
**for**  
**RESIDENTIAL REFUSE/RECYCLE CURBSIDE**  
**COLLECTION & DISPOSAL**

CITY OF CLAYTON  
6996 TAYWOOD ROAD  
ENGLEWOOD, OHIO 45322  
PHONE: (937) 836-3500  
FAX: (937) 836-6773

**Due Date:**  
**Monday, March 25, 2019 at 10:00 AM**

Contact Information:  
Elaine Wittman, Assistant to the City Manager, (937) 836-3500 ext. 113, ewittman@clayton.oh.us

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**CITY OF CLAYTON  
LEGAL ADVERTISEMENT**

Sealed bids will be opened by the City of Clayton for “Residential Refuse/Recycle Curbside Collection & Disposal” at 10:00am on March 25, 2019. Please reference [www.clayton.oh.us](http://www.clayton.oh.us) or call (937) 836-3500 for more information.

Advertise: Sunday, February 24 through Sunday, March 3, 2019

## CHECK LIST

This checklist is provided to assure that all pertinent documentation is provided by the Bidder. This list is not inclusive and additional information on the bidder's qualifications will be accepted for consideration.

1. \_\_\_\_\_ Bid Forms 1, 2 and 3
2. \_\_\_\_\_ Bid Guaranty Bond, certified check, cashier's check or letter of credit in the amount of ten percent (10%) of the total bid.
3. \_\_\_\_\_ Bid Performance Bond
4. \_\_\_\_\_ Statement explaining the method of handling customer complaints and concerns
5. \_\_\_\_\_ Proof of insurance
6. \_\_\_\_\_ State License Number
7. \_\_\_\_\_ Operating hours
8. \_\_\_\_\_ Available educational opportunities
9. \_\_\_\_\_ Non-collusion affidavit
10. \_\_\_\_\_ Certificate of non-discrimination
11. \_\_\_\_\_ Affidavit of eligibility of contract
12. \_\_\_\_\_ Delinquent personal program taxes

## INVITATION FOR PROPOSALS

### CITY OF CLAYTON – RESIDENTIAL REFUSE/RECYCLE CURBSIDE COLLECTION AND DISPOSAL

Sealed bids/proposals for Residential Refuse/Recycle Curbside Collection and Disposal will be received by the City of Clayton, in Council Chambers, 6996 Taywood Road, Englewood, OH 45322, until 10:00am E.S.T. on **Monday, March 25, 2019** and at that time and place, publicly opened and read, for a five-year contract (commencing May 1, 2019 and ending June 30, 2024) for waste collection including the collection, removal and disposal of all waste materials from residences, municipal buildings and other public places. Also included is curbside recycling and yard waste disposal. The City of Clayton will have the exclusive unilateral right to extend the contract for one additional five-year term. Any bids received after this time and date will not be considered.

Specifications are available at the above office Monday through Friday, from 7:30am to 4:30pm, and online at [www.clayton.oh.us](http://www.clayton.oh.us).

All bids must be sealed and marked in the upper left-hand corner, “Residential Refuse/Recycle Curbside Collection and Disposal,” and all bids received by mail must be plainly marked in the same manner and addressed to the City of Clayton, 6996 Taywood Road, Englewood, OH 45322.

Each Proposal must contain the full name, address and phone number of the party or parties submitting the proposal.

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio Products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

## **INSTRUCTIONS TO BIDDERS**

### **CITY OF CLAYTON – RESIDENTIAL REFUSE/RECYCLE CURBSIDE COLLECTION AND DISPOSAL**

1. Bidders must submit a firm bid.
2. Each bid must be accompanied by a Bid Guaranty Bond for 10% of the total amount of the bid. The form is to be attached to these specifications and general requirements, with a certified check, cashier's check or letter of credit, payable to the City of Clayton, in the sum of 10% of the total amount of the bid.
3. Without limiting the indemnification provisions hereof, Contractor shall post a performance bond in favor of the City in the amount of 100% of the annual collection cost based on the contract price, indemnifying the City against all losses or expenses incurred by the City by reason of Contractor's failure to perform fully and completely all of its obligations under this Agreement. Such bond shall provide coverage for the term of this Agreement. Alternatively, if the bond has an initial term of less than the term of this Agreement, it will be renewed annually at least 90-days prior to expiration of the then-current term of the bond to afford coverage to the City for the entire term of this Agreement or any renewals or extensions thereof. Such bond shall be issued by underwriters of recognized financial standing authorized to do business in the State of Ohio.
4. All certified checks will be returned to the unsuccessful bidders as soon as the contract has been awarded and the successful bidder has properly secured the contract.
5. Each bid shall be sealed and addressed to the City of Clayton Finance Director and shall bear on its face the name of the bidder and statement, "Residential Refuse/Recycle Curbside Collection & Disposal".
6. Bids by partnerships should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: John Jones and James Smith, d.b.a. Smith-Jones Company, by John Jones, a partner." Bids by corporations must be signed with the name of the corporation followed by the signature and designation of the president, vice-president or person authorized to bind the proposal. The names of other parties interested in the proposal must be listed.
7. The City of Clayton reserves the right to reject any or all bids or to accept any bid or bids or combination, or part of bids that may be deemed to be in the best interest of the members of the City of Clayton, Montgomery County, Ohio.
8. The Contractor shall indemnify and hold harmless the City of Clayton, its members, or any of its officers or agents, against any or all claims which may be an infringement of any patent right of its work hereunder. The said Contractor shall indemnify and hold harmless the City of Clayton, its members, or any of its officers or agents against and from all suits or actions brought against said City, its members or its officers or agents from damage and cost resulting from negligence or carelessness or otherwise in performance of said Contractor's obligations under this contract or from defective or improper appliance used in performance of the same. The Contractor agrees

to pay all damages, costs and expenses, including attorneys' fees, of the City in defending any action arising out of acts or omissions in connection with this contract.

9. All bidders must use the Bidding Forms included in this set of specifications, although any bidder may supplement the Bidding Forms with additional information attached on separate pages. All bidders must complete bid forms for the City of Clayton. The bid bond or certified check must be attached with the Bidding Form.
10. Questions and inquiries concerning the bidding process shall be directed to the City of Clayton Assistant to the City Manager, Elaine Wittman. Questions shall be submitted in writing.
11. Bids received after the time specified in the advertisement may not be considered.
12. Erasures or corrections may invalidate a bid unless properly noted over the signature of the bidder.
13. Bids may not be withdrawn after their opening and shall remain valid for a period of ninety (90) days.
14. In case of default by the bidder or Contractor, the City of Clayton, or any of its members, may procure the articles or services from other sources without further advertising and may hold the bidder or Contractor responsible for any excess costs occasioned thereby.
15. Where unit prices are requested and there is a discrepancy in the total amount of the bid, the unit prices shall govern.
16. The City of Clayton is exempt from taxes and prices shall not include taxes. The City of Clayton members shall certify tax exemptions as required.
17. Unless otherwise stated by the bidder, the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document. Reference to the particular trade name, manufacturer's catalog or model number is made for descriptive purposes to guide the bidder in interpreting the requirement of the City. They should not be constructed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal that his bid has been accepted and that he has been awarded the contract.
18. A contract shall be awarded to the best overall bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the bidder to whom it is proposed to award the contract. The successful bidder will be notified by letter mailed to the address shown on the proposal that the bid has been accepted and they have been awarded the contract.
19. The Contract shall be signed by the successful bidder and returned together with the Contract Bond and other contract documents within 10 days after the bidder has received notice that the Contract has been awarded. Failure to do so will constitute grounds for the City to consider

another bidder. No proposal shall be considered binding upon the City until the execution of the Contract.

20. The awarding criteria for this contract includes but is not limited to:
  - a. Price
  - b. Prior experience
  - c. Enough equipment and personnel to provide service
  - d. Adequate financial resources
  - e. Operating hours
  - f. Past performance in surrounding communities
  - g. Bidder's capability
  - h. Completeness of bid
  - i. Compliance with bid conditions and specifications
  - j. Optional service available

# GENERAL REQUIREMENTS AND SPECIFICATIONS

## CITY OF CLAYTON – RESIDENTIAL REFUSE/RECYCLE CURBSIDE COLLECTION AND DISPOSAL

### I. TYPES OF RESIDENCES FOR COLLECTION

- a. The intent of these general requirements and specifications is to provide an adequate collection and disposal system for the various residences within the City of Clayton. This collection and disposal system shall include the following:
  - i. All single-family residences and all multiple family residences of 6 units or less per building and all multiple family residential units requiring dumpster service. Multiple family of 6 or more units have the option of using other dumpster service vendors.

### II. SCHEDULE & DISPOSAL

- a. The Contractor may collect on multiple days using a “zone” method of collection in geographic areas throughout the City. “Zone” proposals shall specifically address the number of days and zones to be utilized and shall discuss the use of a zone collection method and its large item pick-up and curbside recycling. Contractor shall provide the City with a detailed route map to be followed. This shall identify the weekday and approximate timeframe that all residential units will receive collection service. Normal collection time shall not begin before 7:00am and shall generally be completed by 5:00pm.
- b. Contractor shall be required to dispose of all garbage and refuse at the disposal site stipulated by the Director of the Montgomery County Department of Public Works/Solid Waste District and shall comply with all rules and regulations regarding its use. No exceptions, failure to dispose of City of Clayton garbage and refuse at designated site by the Director of Solid Waste will be grounds for termination of contract.
- c. Recyclables will be collected once every two weeks from residential units on the same day as Disposable Solid Waste. The number of receptacles for recyclables that the occupant(s) of such a residential unit can set out for collection is not limited.
- d. Contractor shall be responsible for complying with all requirements of the State of Ohio, the Montgomery County Garbage and Refuse Disposal District, and the City regarding the management and reuse of Recyclables. In addition, Contractor shall be responsible to assure beneficial reuse of all Recyclables collected (except for small amounts of refuse and/or non-recyclable materials which may be included in the mix).
- e. Contractor shall not change the pre-specified Schedule without first obtaining, in writing, the approval by the Contract Administrator of the proposed schedule and the means by which Contractor shall inform all affected occupants of residential units receiving curb pick-up service, the property managers/owners of multiple- household residential units and government facilities of the change.
- f. Before Contractor's last collection vehicle leaves the City following completion of its route on collection day, the operator of that collection vehicle will make contact with the Contractor's local office to obtain any report of missed collection stops; if any missed collection stop was the fault of Contractor, Contractor will provide collection service to each such location immediately following notification and in all instances on the same day as such notification. In addition, if it is thereafter reported to Contractor by the occupant of the affected Residential Unit, the affected property manager/owner or the Contract

Administrator, that a scheduled collection has been missed, Contractor shall promptly investigate and, if verified, shall arrange for collection within 24-hours after the report was received.

### **III. RECEPTACLES**

#### **a. Refuse/Waste**

- i. Throughout the term of this Agreement Contractor shall make "toters", waste receptacles having approximately 90-100 gallons of capacity with attached hinged covers and wheels, available for rental by the occupants of Residential Units that receive curb pick-up or carry out service. Contractor shall maintain and replace toters as necessary, and all toters shall be new when delivered initially to the Residential Unit and in either new or clean and equally serviceable condition when delivered to replace worn or damaged units. The occupant(s) of the residential unit (or the property manager/owner) shall be responsible for the rental charges assessed by the Contractor for use of toters.
- ii. For those customers who wish not to use a toter system, garbage and refuse must be placed in a suitable container, which include 32-gallon trash bags and 32 to 40-gallon metal or plastic garbage cans not to exceed 65 pounds total weight.

#### **b. Recycle**

- i. At its own expense, Contractor shall provide all such Residential Units with one rigid receptacle for Recyclables having at least 90-100 gallons of capacity. Where the volume of Recyclables generated from a Residential Unit exceeds the capacity of that receptacle, the Contractor will provide at its own expense enough additional receptacles to hold the Recyclables generated by the subject Residential Unit. All such receptacles shall be in a color approved by the City and clearly marked with a recycling symbol. Contractor shall replace at its own expense any receptacle damaged through the fault or negligence of the Contractor.
- c. All receptacles or conveyances used by the Contractor for collection and removal of garbage refuse, recyclable material and yard waste shall be kept clean and sanitary. Contractor shall place all lids back on containers or receptacles and shall not damage those containers or receptacles. Contractor shall not leave any spillage. In case it shall appear at any time that the work or any part thereof is not being properly done, the same shall be immediately corrected upon demand of the City of Clayton, or authorized designee, but no omission on the part of the City to call attention of such defect shall be held to be a waiver of said right to do so.

### **IV. CONDUCT**

- a. Each bidder must satisfy by their own observation as to the quality of work to be done and must bid to collect, remove, and dispose of all garbage and refuse during the life of the contract.
- b. The Contractor shall at all times use such appliances and employ such or so many individuals for the performance of all operations connected with the work embraced under these specifications as will secure a satisfactory rate of progress and quality of work.
- c. No improper or abusive language or unacceptable or improper conduct including but not limited to obscene gestures, should at any time be exhibited to the public by Contractor's employees or such offender will be removed from the City's route by the Contractor or upon request by City of Clayton.

**V. CONTRATOR OFFICE OR FACILITY**

- a. The Contractor shall maintain a local office or facility, not necessarily within the City, through which contact can be made. Such office shall be equipped with adequate telephone communications, shall have at least one responsible person in charge and present during collection hours and shall be open during all collection hours.
- b. Before distributing written communication to Customers regarding services to be performed pursuant to this Agreement or related matters, Contractor shall submit the purposed communication to the City for approval that shall not be unreasonably withheld.

**VI. COMPLAINTS**

- a. The Contractor shall receive and respond to all complaints regarding services provided under this contract. The Contractor guarantees a response to such complaints within 24-hours; the City will have the right to demand an explanation or resolution to its satisfaction.
- b. The Contractor shall supply a statement explaining the method of handling customer complaints and concerns.

**VII. FAILURE TO COMPLY**

- a. In case of failure of the Contractor to comply in any respect with the specifications or to the contract, the City of Clayton, or authorized designee, shall have the right and power and is authorized to provide for the collections, removal and disposal of garbage, refuse, recyclable and all yard waste material which the Contractor has failed to collect, remove and dispose of and to charge the expense thereof to the Contractor, including loss of revenue on recyclable and or yard waste material, if any.
- b. The Contractor agrees not to assign this contract or any interest in the same except with the written consent of the City of Clayton. If the Contractor should fail to perform the services required by this agreement and the City finds that the Contractor is not performing the terms of the contract in good faith, then, upon written notices, and said contract shall cease, become null and void. City of Clayton may direct the Finance Director to re-advertise for bids to complete the contract and to commence lawsuit for breach of said contract.

**VIII. WORK SPECIFICATIONS**

- a. All work shall be done under the direction of the City of Clayton, and all details of such work as are not herein particularly specified shall be done in a manner acceptable to them. This authority shall be corrective only and not supervisory in nature. All labor and equipment necessary to carry out the provisions of these specifications shall be furnished by the Contractor. Any or all vehicles used for collections may be subject to a safety inspection by the local Police Departments and/or Montgomery County Combined Health District. Failure to pass any inspection shall result in the removal of the vehicle from service until correction or repair is made.
- b. All parts of these specifications are intended to be explanatory of each other but in case of misunderstanding or doubt, interpretation of the City of Clayton shall be final.

**IX. TAXES**

- a. The successful bidder shall at the time of signing of the agreement/contract comply with Section 5719.042 of The Ohio Revised Code, 'CONTRACTOR TO SUBMIT STATEMENT AS TO DELINQUENT TAXES; INCORPORATION' to the City of Clayton.

**X. INSURANCE**

- a. The Contractor shall be required to maintain a public liability/personal injury insurance policy and a property damage insurance policy, both of which shall name the City of Clayton, and its members, as an additional insured, covering any and all claims which may arise from the work to be performed in accordance with this agreement. The Contractor shall obtain and maintain such insurance and shall require any of its subcontractors performing work required by this agreement to do the same in order to protect themselves and the City from all claim for damages for personal injury, including accidental death, as well as from claims for damage to property which may arise from the operations required by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall be in the amount of \$500,000.00 coverage for property damage and \$1,000,000.00/\$3,000,000.00 coverage for personal injury. The Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force at the time contract is signed. The certificates shall contain the following expressed obligation:
  - i. “This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at the time naming the City of Clayton, and its members as additional insured. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”:
- b. Worker's Compensation -- Statutory amounts as required under Ohio law; before commencing work under this Agreement, Contractor must provide the City with satisfactory documentation of such insurance. Contractor shall make all premium payments timely to maintain such protection in full force and effect during the term of this Agreement.

**XI. VEHICLES & EQUIPMENT**

- a. All bids submitted shall be on the basis of using packer-type trucks specifically designed for the collection and disposal of garbage and refuse and specialized equipment and vehicles as needed to handle co-mingled recyclable material and yard waste. If possible, said trucks, specialized equipment and vehicles shall be identified with appropriate signage.

**XII. PRO RATED ADJUSTMENT**

- a. The contract shall be subject to a pro-rated adjustment based on the number of residences added or subtracted during the term of this agreement. The adjustment will be based on the price per residence.

**XIII. TIPPING FEE DISPOSAL COSTS**

- a. The Contractor shall be responsible for payment of all tipping fee disposal costs and all other fees or charges of any nature or description payable to the County of Montgomery, Ohio, for the disposal by incineration or any other method, of the garbage, trash and allied materials collected under the terms and limits of this contract.
- b. The Contractor may pass through any increase and shall pass through any decrease in tipping fee disposal costs that occur after commencement of this contract. Prior to any pass through of these costs, Contractor shall notify the City of Clayton Members of the amount of such increase or decrease, its intent to pass through increased costs or apply a decreased cost, and the method of passing through the costs. Subject to enough notice to the City of Clayton, the City shall approve the pass through of increased tipping fee disposal costs, after which those costs may be passed through.

- c. Upon request of the City, Contractor will produce weigh tickets and proof of payment to any Approved Disposal or processing facility being utilized. Contractor shall retain all original records showing the waste tonnage disposed by Contractor under this agreement at the County's Solid Waste Disposal Facility (e.g. slips showing weight of per truck load).

#### **XIV. LAWS, ORDINANCES & POLICIES**

- a. This agreement shall be governed by the laws of the State of Ohio.
- b. Contractor agrees to comply with all Federal and State statutes relating to liability and pollution insurance, worker's compensation, working hours, minimum wage, and provisions against discriminating throughout the life of the contract.
- c. Contractor shall adhere to all laws, ordinances, and other policies that pertain to actions performed for and in the City of Clayton.
- d. Contractor shall obtain all licenses and permits required by the City of Clayton

#### **XV. VIOLATIONS & TERMINATION OF CONTRACT**

- a. If the City determines that the work is not being performed in a satisfactory manner, it shall provide written notice by registered or certified mail to the Contractor. The Contractor shall then have 30 calendar days to cure any reported violations. Failure to cure violations within the thirty-day period shall be deemed a default by the Contractor and result in the termination of this agreement. Excessive complaints or failure to rectify the source of such complaints will be grounds for revocation of the contract.
- b. The City reserves the right to terminate this contract immediately upon written notice by registered or certified mail to the Contractor if the Contractor is adjudged as bankrupt, makes a general assignment for the benefit of its creditors, has a receiver appointed on account of its insolvency or Contractor is unable or unwilling to provide the services required of this agreement due to closure or lack of accessible landfills, labor disputes or any other action that prevents delivery of services.
- c. In case of default by the Contractor, the City may procure the articles of services from other sources without further advertising and may hold the Contractor responsible for any excess cost occasioned thereby.
- d. The parties agree that in the event Contractor breaches the requirement herein regarding disposal of Disposable Solid Waste subject to this agreement at an approved facility, the amount of actual damages to the City will be difficult to measure. For each month in which such a breach occurs Contractor will pay to the City the following stipulated amount of damages in lieu of calculating actual damages and not as a penalty. \$3,000 plus the reasonable attorneys' fees and expenses that the City may incur as a consequence of such breach.
- e. Without prejudice to the right of the City of Clayton to terminate this Agreement for material breaches not enumerated herein, the following shall constitute events of default entitling the City to terminate for cause:
  - i. Contractor's bankruptcy, receivership, or trusteeship.
  - ii. Contractor's assignment of this Agreement or employment of a subcontractor (without the approval of the City) for performance hereunder.
  - iii. During performance hereunder, Contractor without the express written approval of the City, combines waste collected from residential units within the City with waste collected from any other source.
  - iv. Contractor's failure to carry the insurance and bond required hereunder.

- v. Contractor's failure to dispose of all Disposable Solid Waste collected under this Agreement at an Approved Disposal or Processing Facility.
  - vi. Failure by Contractor to adhere to all requirements of this Agreement regarding the proper operation of collection vehicles and training and licensing of collection vehicle drivers.
  - vii. A labor strike, job action and/or lockout that prevents Contractor's performance of its obligations under this Agreement.
- f. In the event that collection service under this Agreement for Disposable Solid Waste and Recyclables is interrupted to Residential Units for more than 3 consecutive days for which such collection is scheduled, considering all Residential Units as a whole rather than based on service to any particular Residential Unit, the City may terminate this Agreement forthwith and obtain remedies for non-performance.
- g. In the event that Contractor defaults or neglects to perform collections in an orderly manner as specified herein, or at the scheduled time for collections, or otherwise fails to perform any other obligation hereunder, and provided such failure is not due to an event of Force Majeure as defined herein, the City may, at its option, arrange for substitute performance and Contractor shall be responsible for any costs incurred by the City in obtaining and utilizing such substitute services. In addition, in the circumstances described in the previous sentence the City may, upon five days written notice to Contractor, call all bonds that have been posted by Contractor pursuant to this Agreement.

## **XVI. WEATHER EVENTS**

- a. In the event that the Contractor is unable to perform collections due to serious weather events, such as a snow emergency, the Contractor may be temporarily excused from performance so long as the Contractor:
  - i. Notifies the City at least 2 hours prior to the first scheduled pickup that will be missed that it is unable to perform collections due to weather;
  - ii. Provides a mutually agreeable plan for making up for scheduled collections missed due to weather (for example, scheduling collections on a later date); and follows through with the plan for making up the scheduled collections missed.
- b. Where collections shall be interrupted by seven 7 days or less due to weather, the weather event at issue shall not be considered a "Force Majeure" event.

## **XVII. FORCE MAJEURE**

- a. If Contractor believes that it is being or will be prevented or hindered in the performance of any of the terms, covenants or conditions of this Agreement by reasons beyond its control, including without limitation fire, flood, riot, military or usurped power, sabotage, any action taken by any governmental authority which, without fault on the part of Contractor, prevents or hinders the performance by Contractor of its obligations hereunder, or act of God, whether similar or dissimilar to those reasons enumerated in this section, the Contractor, by written notice to the City may declare an event of Force Majeure hereunder, and, to the extent and for the period that such performance is prevented or hindered by such condition or event, Contractor shall be excused from the performance of such term, covenant or condition. In the event of such excused non-performance, Contractor will promptly notify the City of the services it cannot perform, but nonetheless will use its best efforts to conform as closely as reasonably possible to the specifications hereunder. Should an event of Force Majeure occur, the City shall have the right, following written notice to Contractor, to obtain substitute performance and other measures to remedy. Contractor's delays in performance or any other

departure from the terms of this Agreement. Labor strike, job action, and/or lockout, or failures of equipment or materials, or by suppliers are not events of Force Majeure. Contractor's declaration of an event of Force Majeure is not binding on the City.

**XVIII. EXPERIENCE**

- a. The City reserves the right to require the bidder to present satisfactory evidence that it has been regularly engaged in the business of solid waste removal (including recycling and yard waste disposal), previous to the bidding of the contract. The City also reserves the right to require the bidder to present satisfactory evidence that he is fully prepared with the necessary capital, material, insurance, machinery, and equipment to conduct the work to be contracted to the satisfaction of the City of Clayton and to begin promptly when so ordered after contract is awarded.

**XIX. CONTRACT TERM & RENEWAL**

- a. Any agreement/contract entered into by the City of Clayton, or its members, shall be for a period of 5-years and 2-months, with a 14-month duration for the first year's contract, and option to renew the contract for one additional 5-year term. Among the factors the City will consider in its decision to exercise the renewal option with the Contractor will be the price of the services and the performance of the Contractor. Contractor shall submit a price for extension of service 90 days prior to the expiration of contract.

**XX. INDEPENDENT CONTRACTOR**

- a. Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services performed hereunder and all persons performing same. Contractor shall be solely responsible for acts and omissions of its officers, agents, employees and subcontractors (if any). Nothing herein shall be construed as creating a partnership or joint enterprise between the City, on the one hand, and the Contractor, on the other.

**XXI. CONTRACT AMENDMENT**

- a. This agreement may be amended by written mutual consent of both parties to this agreement.

## DETAILED SPECIFICATIONS

### CITY OF CLAYTON – RESIDENTIAL REFUSE/RECYCLE CURBSIDE COLLECTION AND DISPOSAL

According to the most current estimate of the City of Clayton, the total number of eligible accounts for collection service is approximately 4,569 with approximately 4,395 total active accounts. All new accounts added to the collection service will be based on price bid per unit.

#### I. GARBAGE/REFUSE COLLECTION

- a. Collection shall be made once a week, on a designated day, at the curb, edge of street right-of-way, or at rear of property where applicable, unless otherwise agreed to between Contractor and Customer.
- b. **Carry-Out Service** - The Contractor shall provide, as a Customer option, carry-out service whereby the Contractor agrees to carry-out the Customer's trash and recyclables from a designated location agreed to by the Customer and Contractor. The Contractor shall not unreasonably refuse the Customer's requested location. The Contractor is not required to provide carry-out service to properties that pose hazards to Contractor's personnel.
  - i. To receive Carry-Out Service, the Customer must supply a doctor's note stating that the service is medically necessary. The City has approximately 27 Customers with Carry-Out Service.
- c. All containers must be regulation 90 to 100-gallon toter or other suitable containers, which include metal or plastic trashcans or plastic bags. If a Customer has garbage or refuse in excess of 90-gallons, the Contractor shall pick it up if such garbage or refuse is placed in a suitable container and left next to the toter.
- d. Customers must drain and wrap all garbage. Separation of trash and garbage shall not be required.
- e. Hot ashes will not be accepted.
- f. All items for collections must be placed at the point of collection no later than 6:30am on the day of collection.
- g. Bidders shall state clearly its policy for collections on holidays that shall be considered in determining the lowest and best bid.
- h. Oil drums, barrels, and other large containers will not be acceptable as refuse containers. These items will be removed as trash and not returned.
- i. Seasonal suspension of service-where a single-household residential unit will be unoccupied for a period of no less than four weeks, the occupant(s) therefore may contact the City to request seasonal suspension of collection service under this agreement. The City will notify the Contractor in writing of the duration of such seasonal suspension, which may not be less than four weeks or more than sixteen weeks.
  - i. At the end of the seasonal suspension, the Contractor will resume collections service to the customer without further action by either the occupant(s) or the City. The Contractor will not impose any charge on either the City or the customer during or as consequence of such seasonal suspension of service under this agreement. The occupant(s) of a single-household is entitled to such seasonal suspension of service as described herein, once each year during the term of this agreement.

## II. CURBSIDE RECYCLING PROGRAM

The Contractor shall provide the following recycling services:

- a. Collect and remove all co-mingled recyclable material once every two-weeks on the regular collection day from all residences.
- b. At its own expense, Contractor shall provide all such Residential Units with one rigid receptacle for Recyclables having at least 90 gallons of capacity. Where the volume of Recyclables generated from a Residential Unit exceeds the capacity of that receptacle, the Contractor will provide at its own expense enough additional receptacles to hold the Recyclables generated by the subject Residential Unit. All such receptacles shall be in a color approved by the City and clearly marked with a recycling symbol. Contractor shall replace at its own expense any receptacle damaged through the fault or negligence of the Contractor.
- c. Below is a list of acceptable and non-acceptable recyclable items:
  - i. Plastics: Milk containers, soft drink bottles, water bottles and shampoo bottles, provided they display the recycling logo with the number 1 or 2. The Customer shall remove all caps and lids and crush the container.
    1. Not Accepted: Wide mouth containers such as margarine bowls or whipped topping containers, plastic toys, laundry baskets, Styrofoam, polystyrene, motor oil jugs, driveway sealer buckets, garden hoses and plastic flower trays.
  - ii. Glass: All glass food and drink containers and jars (colored or clear). The customer shall discard caps and rinse out the containers and jars. Labels do not have to be removed.
    1. Not Accepted: Window glass, mirrors, light bulbs, drinking glasses or ovenware, laboratory beakers, household hazardous waste containers and dishes.
  - iii. Steel Food and Beverage Cans: aluminum and bi-metal cans, steel soup and food cans and aerosol cans.
    1. Not Accepted: Pots, pans, scrap metal, coat hangers, tin foil, fencing, furniture, automobile wheels, aluminum lawn chairs, aluminum siding.
  - iv. Paper: All newspapers, including all inserts. Newspapers shall be placed in paper bags by the Customer. Also, poly-coated paperboard such as milk cartons, refrigerated juice cartons (including those with plastic tops), any food or beverage container with a “gable” top and “brick” shaped drink boxes.
    1. Not Accepted: Frozen food cartons, cardboard, wax coated products, magazines, phone books, and frozen juice concentrate containers.
- d. Contractor shall be responsible for complying with all requirements of the State of Ohio, the Montgomery County Garbage and Refuse Disposal District, and the City of Clayton regarding the management and reuse of recyclables. In addition, Contractor shall be responsible to assure beneficial reuse of all Recyclables collected pursuant to this agreement (except for certifiable small amounts of refuse and/or non-recyclable materials which may be included in the mix). Contractor’s diversion of Recyclables to a disposal site (i.e., landfill, incinerator, etc.) rather than to a market for beneficial reuse is a material breach of this Agreement. Provided Contractor submits to the City a notarized statement indicating that for a period of at least 90 consecutive days the cost to transport and process a given type of recyclable material for beneficial reuse has exceeded the cost to transport and dispose of that recyclable material. Contractor’s obligation to assure beneficial reuse is suspended with respect to the subject recyclable material (but not with

respect to any other recyclable material). Thereafter, Contractor will advise the City at intervals of 60 days whether the cost to transport and subject recyclable material continues to exceed the cost of transportation and disposal of that recyclable material. When the cost to transport and process the subject re-recyclable material for beneficial reuse is no longer greater than the cost of transportation and disposal thereof, the Contractor's obligation to assure beneficial reuse of that recyclable material will resume.

### **III. BULK WASTE**

- a. Large items such as appliances, hot water heaters, carpet and padding, mattresses and box springs, Christmas trees, fencing, furniture, child play equipment, on site construction materials (household generated only) and other articles of similar nature, shall be picked up once a month on the scheduled pick-up day. Customers must inform Contractor 48 hours in advance if they wish to have the Contractor pick up a large item. All items for pick-up must be placed at the curb or street edge by the property owner. Once per month large item pickup with reasonable limitation - shall be defined as no more than three (3) items of waste generated from the customer's residence/small business, shall be picked up at no additional cost to the customer.
- b. Fabric items such as couches, chairs, mattresses and the like must be fully wrapped in plastic by the Customer for the Contractor to pick-up the item.
- c. Appliances containing chlorofluorocarbon (CFC) shall not be considered Bulk Waste for collection unless the CFC is removed by a certified technician and the certificate of removal is attached to the item.
- d. Any bulk waste item placed out for collection but not collected shall be tagged by the Contractor to indicate the reason why the item was not collected.

### **IV. UNACCEPTABLE / HAZARDOUS WASTE**

- a. Unacceptable Waste means hazardous and infectious waste, explosives, foundry sand, hot ash, sewage, septic or other human waste, animal carcasses, motor vehicles, agricultural and farm machinery and equipment, other large machinery or equipment (excluding Bulk Waste as defined), liquid waste, construction and demolition debris (excluding Bulk Waste as defined), discarded tires and parts from automobiles and trucks (excluding Bulk Waste as defined), appliances containing CFC, paint, oils and batteries.

### **V. YARD WASTE**

- a. At no additional cost, Contractor shall provide collection of yard waste on the regular collection day on a year-round basis. Yard waste either be must be bundled and tied in segments no longer than 4 feet in length or in standard plastic or paper bags with a capacity not to exceed 35-gallons and thickness of not less than 1.5 mils that the Customer will provide.
- b. Contractor is not required to separately collect yard waste provided such collection is in all respects performed in compliance with any and all applicable government laws, rules and regulations.

### **VI. LEAF COLLECTION**

- a. For the period October 15 through December 15 of each year (or portion thereof) that this Agreement is in effect the Contractor must collect from each Residential Unit within the City on the regular collection day during the period identified, all leaves that have been

set out for collection in standard plastic bags with a capacity not to exceed 35-gallons and thickness of not less than 1.5 mils that the Customer will provide.

**VII. MUNICIPAL SERVICE**

- a. At no additional cost to the City, Contractor shall collect on a weekly basis all disposable solid waste, recyclables and bulk waste from offices and other facilities (hereinafter "government facilities") of the City, as specified below and may, from time-to-time, change. For purposes of such collection, Contractor shall at its own expense furnish to each such government facility either containerized units or totes, as determined by the City. Contractor shall maintain such containerized units and totes in good mechanical and sanitary condition, and the containerized units and totes shall remain the property of Contractor. In addition, Contractor shall at its own expense supply each government facility with rigid receptacles for recyclables sufficient in number to hold the recyclables generated weekly by the government facility. Such receptacles shall remain Contractor's property and the Contractor shall replace at its own expense any receptacle damaged through the fault or negligence of the Contractor. The following is the list of such government facilities and the type of service required as of the effective date of this Agreement:

<u>Facility Address/Description</u>	<u>Quantity/Size</u>	<u>Frequency</u>
Clayton Government Center 6996 Taywood Road	6 Cubic Yards	Weekly
Fire Station 83 200 Woolery Lane	6 Cubic Yards	Weekly
Fire Station 84 5971 West Wenger Road	(2) 90-100 gallon totes	Weekly
Janice Ward Center 235 East Salem Street	4 Cubic Yards	Weekly
<u>Park / Open Space:</u>	<u>Quantity/Size</u>	<u>Frequency</u>
Hardscrabble Park 100 Mill St	6 Cubic Yards	Weekly
Meadowbrook at Clayton 6001 Salem Ave	6 Cubic Yards	2-times per Week

Further, at no additional cost to the City, Contractor shall supply to the City for use at community functions/events throughout the term of this Agreement, up to 12 thirty-yard dumpsters per year and, if requested, provide collection and disposal services therefore. Also, in three intervals annually and upon request from the City, the Contractor shall supply a total of six 15-yard tarped dumpsters. City will provide at least 30 days' notice to Contractor prior to each community function/event for which dumpsters and/or collection and disposal services will be required.

## VIII. EDUCATION

- a. The Contractor will designate, on letterhead to be attached to the bid proposal, what educational opportunities it will provide to City of Clayton property owners and community groups.
- b. The Contractor shall develop and distribute a comprehensive brochure explaining how each aspect of its services will be provided, including but not limited to, low volume service, large item pick-up, toter system rental, curbside recycling and yard waste programs, holiday information, etc.
- c. Contractor will agree to pay the City \$1,500.00 no later than January 31, each year this Agreement is in effect to defray costs associated with education of the public of the recycling program.

## IX. VEHICLE & EQUIPMENT

- a. When making collection from Residential Units, Contractor shall not, except upon written authorization otherwise from the City, use any trucks exceeding either a 25 cubic-yard tandem axle capacity or 80,000 pounds GVW.
- b. To keep the structural integrity of the alleys in the City, trucks under 12.5 tons must be used in collection of the following allies:
  - i. Lisa Lee Lane (6 households)
  - ii. East Mill Street (6 households)
  - iii. Ally between Water Street and Talmadge Road (6 households)
  - iv. Ally between Mill Street and W Salem Street (3 households)
  - v. Hacker Road privately owned - Beasley Lane (3 households)

The Contractor may choose whether the trash/recycling is collected, from the allies named above, to coincide with the typical scheduled route for the area or schedule a day specifically for all 12.5 ton or under collections in the City. The Contractor shall notify the Customers and the City of the option chosen.

## X. REPORTING REQUIREMENTS

- a. The Contractor shall keep records and submit reports to comply with the Montgomery County Solid Waste District Reporting Requirements. These reports will serve to apprise the City of the status of recycling and the yard waste composting activities and expenditures.
- b. Reporting requirements include:
  - i. Quarterly Project Status Report. The Contractor shall provide quarterly status reports. These reports shall be due within 15 days of the close of the quarter being reported.
  - ii. Annual Reports. The Contractor shall provide year-end annual reports for each year the project is in operation. These reports will be due within 30 days of the end of the reporting year.

## XI. BILLING SERVICE & BILLING RELATED PROCEDURES

- a. The bids provided on **Bid Forms 1a-e**, by the Contractor, shall reflect the City's responsibility for the issuance and collection of periodic billing for the services provided to residential units under this Agreement.
  - i. At the commencement date, the Customers to which Contractor will provide the services required by this Agreement are those identified in the most current Roster of Occupied Residential Dwellings for the City, which provides the address of

each residential unit and the category of service to be provided. Updated Rosters of Occupied Residential Dwellings will be provided to Contractor at least once each 6 months.

- ii. Thereafter and for the duration of this Agreement:
  1. The City shall promptly notify the Contractor of new customers to be serviced. (e.g., new construction, new tenancy, etc.). Existing Customers to be deleted (e.g., vacancy or code enforcement, eminent domain or other circumstances).
  2. The Contractor will promptly notify the City of any Customer, including a multiple-household dwelling, that is not identified in the rosters but is receiving service under this Agreement, as well as any residential unit that is identified in the rosters but has not taken service hereunder for 4 consecutive collection days (with the exception of customers with respect to which seasonal suspension of service has been requested, as described below). Payment to the Contractor for services under this Agreement will be prorated according to the actual use and occupancy of the subject customer.
  3. The City reserves the right to correct any error regarding billing and payment for services under this Agreement. In the event the City pays the Contractor in error for any reason whatsoever the Contractor shall notify the City in writing within 30 days of discovery of the erroneous payment. Upon the determination of any overpayment, the City will verify the error and make an appropriate adjustment to the next payment due to the Contractor. At the termination of this Agreement, the City may, in their discretion, withhold up to 10 percent of any amounts then due to Contractor for up to 60 days to determine whether any erroneous payments require correction. Failure to withhold such payments is not in any way a waiver of the City's rights under the laws of the State of Ohio to recoup erroneous payments made to Contractor.
- b. The bids provided on **Bid Forms 2a-e**, the service of advance quarterly billing and collection of all the customers in the City for regular and other related services, including optional services, on a form approved by the City.
  - i. If billing service is accepted by the City from the Contractor, the Contractor will notify the City of any delinquent payment on accounts that exceed three quarters.
  - ii. The Contractor shall not cease to provide residential refuse/recycle curbside collection and disposal to delinquent accounts. The City will reimburse the Contractor for any bad debts that exceed three quarters by following the Contractor Compensation outlined in this Agreement.
  - iii. The City will provide, if different from the bid price for each service, a residential customer price list which shall be used to determine the amount charged to each residential customer. Any difference between the bid price and the customer price will be remitted to the City within 30 days of the billing cycle.
  - iv. Such billing service may be terminated by the City upon 90 days' notice to the Contractor.

## **XII. CONTRACTOR COMPENSATION**

- a. The City shall compensate the Contractor in accordance with the billing procedures described in this Agreement and the prices specified in the Bid Form, which is attached

- hereto and incorporated by reference into this Agreement as though fully stated herein. Within 15 days following the close of the calendar quarter that includes the commencement date, and within 15 days of the close of each calendar quarter thereafter, Contractor shall submit an invoice to the City requesting payment for services provided under this Agreement during the previous calendar quarter to residential units, including multiple-household dwellings, within the political boundaries of the City. Within 15 days of its receipt of that invoice, the City will pay the Contractor the amount due for such services within City of Clayton, unless it objects in good faith to the amount shown as due on the invoice.
- b. The City shall provide written notice of any objection(s) to the Contractor within 7 business days of receipt of an invoice. Such objection shall include a written statement of the grounds for the objection, any supporting documentation, and a statement of the amount the City believes to be due. The Contractor shall respond within 7 business days of receipt of objections. The Contractor may respond by (a) accepting the objection(s) and modifying its invoice to reflect the amount due as stated by the City; (b) provide a written explanation and supporting documentation for its original invoice; or (c) provide a modified invoice that neither accepts nor rejects the objection(s) but includes an explanation and supporting documentation of the amounts stated as due. The parties shall negotiate in good faith to resolve objections. In the event objections go unresolved for 30 calendar days (the “resolution period”), the parties agree to submit their dispute to binding arbitration before a single arbitrator.
  - c. In the event that arbitration becomes necessary, each party shall nominate a single arbitrator within 5 calendar days of the expiration of the resolution period. The two nominated arbitrators shall mutually decide on a single arbitrator to hear the dispute within 7 calendar days. Arbitration shall be scheduled at a time and date mutually agreeable to the parties and the arbitrator. Each party shall submit to the arbitrator within 3 days before the arbitration an invoice showing the amounts it believes to be due as well as a written explanation of its position and any supporting documentation. The arbitrator shall be limited in his/her jurisdiction to choosing either the Contractor’s invoice or the City’s invoice as correct and shall notify the parties of his/her choice within 7 calendar days of the close of arbitration. The arbitrator’s decision shall be final and binding on both parties. The City shall pay the amount due as decided by the arbitrator within 15 calendar days of the date of the decision.

### **XIII. SEASONAL SUSPENSION OF SERVICE**

- a. Seasonal Suspension of Service. Where a single-household Residential Unit will be unoccupied for a period of not less than 4 weeks or more than 16 weeks, the occupant(s) thereof may contact the Contract Administrator to request seasonal suspension of collection service under this Agreement. The Contract Administrator will notify the Contractor in writing of the duration of such seasonal suspension. At the end of the seasonal suspension, the Contractor will resume collection service to the subject Residential Unit without further action by either the occupant(s) thereof or the Contract Administrator. The Contractor will not impose any charge on either the City or the subject Residential Unit for the period of such seasonal suspension of service. The occupant(s) of a single-household Residential Unit are entitled to seasonal suspension of service once each year during the term of this Agreement.

## BID FORM 1-a

FOR THE COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE AND THE OPERATION  
OF A CURBSIDE RECYCLING PROGRAM  
FOR THE CITY OF CLAYTON, MONTGOMERY COUNTY, OHIO.

**FOR THE PERIOD OF MAY 1, 2019 – JUNE 30, 2020**

The undersigned Bidder, \_\_\_\_\_ does hereby agree to collect and dispose of all garbage and refuse and operate a curbside recycling program within the City of Clayton, as outlined in the attached specifications and requirements.

The bid provided on this form shall reflect the **City's responsibility** for the issuance and **collection of periodic billing** for the services provided to residential units under this Agreement.

1. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Curb Pick-Up of regular garbage, refuse and recyclables.

2. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Carry Out Service of regular garbage, refuse and recyclables.

3. For Containerized Unit Service:

<u>Size of Unit</u>	<u>Price per customer per month for one unit</u>
a. 2 cubic yards	_____ dollars and _____ cents (\$ _____)
b. 3 cubic yards	_____ dollars and _____ cents (\$ _____)
c. 4 cubic yards	_____ dollars and _____ cents (\$ _____)
d. 6 cubic yards	_____ dollars and _____ cents (\$ _____)

4. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for mobile 90 to 100-gallon toter system.

## BID FORM 1-b

FOR THE COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE AND THE OPERATION  
OF A CURBSIDE RECYCLING PROGRAM  
FOR THE CITY OF CLAYTON, MONTGOMERY COUNTY, OHIO.

**FOR THE PERIOD OF JULY 1, 2020 – JUNE 30, 2021**

The undersigned Bidder, \_\_\_\_\_ does hereby agree to collect and dispose of all garbage and refuse and operate a curbside recycling program within the City of Clayton, as outlined in the attached specifications and requirements.

The bid provided on this form shall reflect the **City's responsibility** for the issuance and **collection of periodic billing** for the services provided to residential units under this Agreement.

1. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Curb Pick-Up of regular garbage, refuse and recyclables.

2. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Carry Out Service of regular garbage, refuse and recyclables.

3. For Containerized Unit Service:

<u>Size of Unit</u>	<u>Price per customer per month for one unit</u>
a. 2 cubic yards	_____ dollars and _____ cents (\$ _____)
b. 3 cubic yards	_____ dollars and _____ cents (\$ _____)
c. 4 cubic yards	_____ dollars and _____ cents (\$ _____)
d. 6 cubic yards	_____ dollars and _____ cents (\$ _____)

4. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for mobile 90 to 100-gallon toter system.

## BID FORM 1-c

FOR THE COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE AND THE OPERATION  
OF A CURBSIDE RECYCLING PROGRAM  
FOR THE CITY OF CLAYTON, MONTGOMERY COUNTY, OHIO.

**FOR THE PERIOD OF JULY 1, 2021 – JUNE 30, 2022**

The undersigned Bidder, \_\_\_\_\_ does hereby agree to collect and dispose of all garbage and refuse and operate a curbside recycling program within the City of Clayton, as outlined in the attached specifications and requirements.

The bid provided on this form shall reflect the **City's responsibility** for the issuance and **collection of periodic billing** for the services provided to residential units under this Agreement.

1. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Curb Pick-Up of regular garbage, refuse and recyclables.

2. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Carry Out Service of regular garbage, refuse and recyclables.

3. For Containerized Unit Service:

<u>Size of Unit</u>	<u>Price per customer per month for one unit</u>
a. 2 cubic yards	_____ dollars and _____ cents (\$ _____)
b. 3 cubic yards	_____ dollars and _____ cents (\$ _____)
c. 4 cubic yards	_____ dollars and _____ cents (\$ _____)
d. 6 cubic yards	_____ dollars and _____ cents (\$ _____)

4. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for mobile 90 to 100-gallon toter system.

**BID FORM 1-d**

FOR THE COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE AND THE OPERATION  
OF A CURBSIDE RECYCLING PROGRAM  
FOR THE CITY OF CLAYTON, MONTGOMERY COUNTY, OHIO.

**FOR THE PERIOD OF JULY 1, 2022 – JUNE 30, 2023**

The undersigned Bidder, \_\_\_\_\_ does hereby agree to collect and dispose of all garbage and refuse and operate a curbside recycling program within the City of Clayton, as outlined in the attached specifications and requirements.

The bid provided on this form shall reflect the **City's responsibility** for the issuance and **collection of periodic billing** for the services provided to residential units under this Agreement.

1. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Curb Pick-Up of regular garbage, refuse and recyclables.

2. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Carry Out Service of regular garbage, refuse and recyclables.

3. For Containerized Unit Service:

<u>Size of Unit</u>	<u>Price per customer per month for one unit</u>
a. 2 cubic yards	_____ dollars and _____ cents (\$ _____)
b. 3 cubic yards	_____ dollars and _____ cents (\$ _____)
c. 4 cubic yards	_____ dollars and _____ cents (\$ _____)
d. 6 cubic yards	_____ dollars and _____ cents (\$ _____)

4. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for mobile 90 to 100-gallon toter system.

## BID FORM 1-e

FOR THE COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE AND THE OPERATION  
OF A CURBSIDE RECYCLING PROGRAM  
FOR THE CITY OF CLAYTON, MONTGOMERY COUNTY, OHIO.

**FOR THE PERIOD OF JULY 1, 2023 – JUNE 30, 2024**

The undersigned Bidder, \_\_\_\_\_ does hereby agree to collect and dispose of all garbage and refuse and operate a curbside recycling program within the City of Clayton, as outlined in the attached specifications and requirements.

The bid provided on this form shall reflect the **City's responsibility** for the issuance and **collection of periodic billing** for the services provided to residential units under this Agreement.

1. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Curb Pick-Up of regular garbage, refuse and recyclables.

2. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Carry Out Service of regular garbage, refuse and recyclables.

3. For Containerized Unit Service:

<u>Size of Unit</u>	<u>Price per customer per month for one unit</u>
a. 2 cubic yards	_____ dollars and _____ cents (\$ _____)
b. 3 cubic yards	_____ dollars and _____ cents (\$ _____)
c. 4 cubic yards	_____ dollars and _____ cents (\$ _____)
d. 6 cubic yards	_____ dollars and _____ cents (\$ _____)

4. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for mobile 90 to 100-gallon toter system.

## BID FORM 2-a

FOR THE COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE, THE OPERATION OF A  
CURBSIDE RECYCLING PROGRAM AND **BILLING SERVICES**  
FOR THE CITY OF CLAYTON, MONTGOMERY COUNTY, OHIO.

**FOR THE PERIOD OF MAY 1, 2019 – JUNE 30, 2020**

The undersigned Bidder, \_\_\_\_\_ does hereby agree to collect and dispose of all garbage and refuse, operate a curbside recycling program and provide billing services within the City of Clayton, as outlined in the attached specifications and general requirements.

The bid provided on Bid Form 2, by the Contractor, shall reflect the **Contractor's responsibility** providing **billing service to the City** for residential refuse/recycle curbside collection and disposal. If billing service is accepted by the City from the Contractor, the Contractor will notify the City of any delinquent payment on accounts that exceed three quarters. The Contractor shall not cease to provide residential refuse/recycle curbside collection and disposal to delinquent accounts. The City will reimburse the Contractor for any bad debts that exceed three quarters.

1. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Curb Pick-Up of regular garbage, refuse and recyclables.

2. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Carry Out Service of regular garbage, refuse and recyclables.

3. For Containerized Unit Service:

<u>Size of Unit</u>	<u>Price per customer per month for one unit</u>
a. 2 cubic yards	_____ dollars and _____ cents (\$ _____)
b. 3 cubic yards	_____ dollars and _____ cents (\$ _____)
c. 4 cubic yards	_____ dollars and _____ cents (\$ _____)
d. 6 cubic yards	_____ dollars and _____ cents (\$ _____)

4. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for mobile 90 to 100-gallon toter system.

## BID FORM 2-b

FOR THE COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE, THE OPERATION OF A  
CURBSIDE RECYCLING PROGRAM AND **BILLING SERVICES**  
FOR THE CITY OF CLAYTON, MONTGOMERY COUNTY, OHIO.

**FOR THE PERIOD OF JULY 1, 2020 – JUNE 30, 2021**

The undersigned Bidder, \_\_\_\_\_ does hereby agree to collect and dispose of all garbage and refuse, operate a curbside recycling program and provide billing services within the City of Clayton, as outlined in the attached specifications and general requirements.

The bid provided on Bid Form 2, by the Contractor, shall reflect the **Contractor's responsibility** providing **billing service to the City** for residential refuse/recycle curbside collection and disposal. If billing service is accepted by the City from the Contractor, the Contractor will notify the City of any delinquent payment on accounts that exceed three quarters. The Contractor shall not cease to provide residential refuse/recycle curbside collection and disposal to delinquent accounts. The City will reimburse the Contractor for any bad debts that exceed three quarters.

1. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Curb Pick-Up of regular garbage, refuse and recyclables.

2. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Carry Out Service of regular garbage, refuse and recyclables.

3. For Containerized Unit Service:

<u>Size of Unit</u>	<u>Price per customer per month for one unit</u>
a. 2 cubic yards	_____ dollars and _____ cents (\$ _____)
b. 3 cubic yards	_____ dollars and _____ cents (\$ _____)
c. 4 cubic yards	_____ dollars and _____ cents (\$ _____)
d. 6 cubic yards	_____ dollars and _____ cents (\$ _____)

4. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for mobile 90 to 100-gallon toter system.

## BID FORM 2-c

FOR THE COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE, THE OPERATION OF A  
CURBSIDE RECYCLING PROGRAM AND **BILLING SERVICES**  
FOR THE CITY OF CLAYTON, MONTGOMERY COUNTY, OHIO.

**FOR THE PERIOD OF JULY 1, 2021 – JUNE 30, 2022**

The undersigned Bidder, \_\_\_\_\_ does hereby agree to collect and dispose of all garbage and refuse, operate a curbside recycling program and provide billing services within the City of Clayton, as outlined in the attached specifications and general requirements.

The bid provided on Bid Form 2, by the Contractor, shall reflect the **Contractor's responsibility** providing **billing service to the City** for residential refuse/recycle curbside collection and disposal. If billing service is accepted by the City from the Contractor, the Contractor will notify the City of any delinquent payment on accounts that exceed three quarters. The Contractor shall not cease to provide residential refuse/recycle curbside collection and disposal to delinquent accounts. The City will reimburse the Contractor for any bad debts that exceed three quarters.

1. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Curb Pick-Up of regular garbage, refuse and recyclables.

2. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Carry Out Service of regular garbage, refuse and recyclables.

3. For Containerized Unit Service:

<u>Size of Unit</u>	<u>Price per customer per month for one unit</u>
a. 2 cubic yards	_____ dollars and _____ cents (\$ _____)
b. 3 cubic yards	_____ dollars and _____ cents (\$ _____)
c. 4 cubic yards	_____ dollars and _____ cents (\$ _____)
d. 6 cubic yards	_____ dollars and _____ cents (\$ _____)

4. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for mobile 90 to 100-gallon toter system.

## BID FORM 2-d

FOR THE COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE, THE OPERATION OF A  
CURBSIDE RECYCLING PROGRAM AND **BILLING SERVICES**  
FOR THE CITY OF CLAYTON, MONTGOMERY COUNTY, OHIO.

**FOR THE PERIOD OF JULY 1, 2022 – JUNE 30, 2023**

The undersigned Bidder, \_\_\_\_\_ does hereby agree to collect and dispose of all garbage and refuse, operate a curbside recycling program and provide billing services within the City of Clayton, as outlined in the attached specifications and general requirements.

The bid provided on Bid Form 2, by the Contractor, shall reflect the **Contractor's responsibility** providing **billing service to the City** for residential refuse/recycle curbside collection and disposal. If billing service is accepted by the City from the Contractor, the Contractor will notify the City of any delinquent payment on accounts that exceed three quarters. The Contractor shall not cease to provide residential refuse/recycle curbside collection and disposal to delinquent accounts. The City will reimburse the Contractor for any bad debts that exceed three quarters.

1. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Curb Pick-Up of regular garbage, refuse and recyclables.

2. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for Carry Out Service of regular garbage, refuse and recyclables.

3. For Containerized Unit Service:

<u>Size of Unit</u>	<u>Price per customer per month for one unit</u>
a. 2 cubic yards	_____ dollars and _____ cents (\$ _____)
b. 3 cubic yards	_____ dollars and _____ cents (\$ _____)
c. 4 cubic yards	_____ dollars and _____ cents (\$ _____)
d. 6 cubic yards	_____ dollars and _____ cents (\$ _____)

4. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for mobile 90 to 100-gallon toter system.

## BID FORM 2-e

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3. For Containerized Unit Service:

<u>Size of Unit</u>	<u>Price per customer per month for one unit</u>
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b. 3 cubic yards	_____ dollars and _____ cents (\$ _____)
c. 4 cubic yards	_____ dollars and _____ cents (\$ _____)
d. 6 cubic yards	_____ dollars and _____ cents (\$ _____)

4. \_\_\_\_\_ dollars and \_\_\_\_\_ cents, (\$ \_\_\_\_\_) per customer, per month for mobile 90 to 100-gallon toter system.

**BID FORM 3**

FOR THE COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE AND THE OPERATION  
OF A CURBSIDE RECYCLING PROGRAM  
FOR THE CITY OF CLAYTON, MONTGOMERY COUNTY, OHIO.

**Bidders shall complete the information below and sign the bid. Failure to sign the bid shall result in rejection of the bid.**

**Bid submitted by:** \_\_\_\_\_

printed name

\_\_\_\_\_  
signature

**Company Name:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**Federal Tax ID number:** \_\_\_\_\_

**Contact if other than individual submitting bid:** \_\_\_\_\_

printed name

**Initial in the spaces provided that the bid forms have been submitted:**

\_\_\_\_\_ Bid Forms 1-a to e

\_\_\_\_\_ Bid Forms 2-a to e





**CERTIFICATE OF NON-DISCRIMINATION**

**RESIDENTIAL REFUSE/RECYCLE CURBSIDE COLLECTION AND DISPOSAL**

**CITY OF CLAYTON  
STATE OF OHIO**

**Page 2**

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Printed Name and Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

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

**AFFIDAVIT OF ELIGIBILITY OF CONTRACT WITH THE  
CITY OF CLAYTON, MONTGOMERY COUNTY, OHIO**

**Page 1**

The undersigned, as an individual or as a representative for \_\_\_\_\_,  
(Name of Entity)

being first duly sworn, deposed and states as follows:

1. I make this affidavit, with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, to certify my eligibility to contract with the City of Clayton and further state that I have the authority to make the following representation on behalf of myself or the business entity aforementioned.
2. I certify that none of the following has individually made within the previous two calendar years and that, if my company is awarded a public contract for the purchase of goods or services costing more than \$10,000, none of the following individually shall make, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, as an individual, one or more contributions totaling in excess of \$1,000 within the two previous calendar years to council members of the City of Clayton or their individual campaign committees:
  - a. Myself
  - b. Any partner or shareholder of my company
  - c. My spouse or a spouse of any partner or of any shareholder of my company
  - d. Any child seven years of age through seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
3. Pursuant to the provisions of House Bill 694 as passed by the 126<sup>th</sup> General Assembly, I further certify that none of the following have collectively made since January 1, 2007, and that, if my company is awarded a public contract for the purchase of goods or services costing more than \$10,000, none of the following collectively shall make beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, one or more contributions totaling in excess of \$2,000 to council members of the City of Clayton or their individual campaign committees:
  - a. Myself
  - b. Any partner or shareholder of my company
  - c. My spouse or a spouse of any partner or of any shareholder of my company
  - d. Any child seven years of age through seventeen years of age of any person identified in divisions (a) through (c) of this section
  - e. Any political action committee affiliated with my company.
4. I recognize that any contract awarded to me in violation of the aforementioned, in accordance with Ohio Revised Code 3517.13 may be rescinded and that I may be fined an amount equal to the three times any amount contributed in violation of Ohio Revised Code 3517.13.

**AFFIDAVIT OF ELIGIBILITY OF CONTRACT WITH THE  
CITY OF CLAYTON, MONTGOMERY COUNTY, OHIO**

**Page 2**

5. I further recognize that, pursuant to Ohio Revised Code 3517.992(R)(3), knowingly making a false statement on this certification is a fifth degree felony.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

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

Notary Public \_\_\_\_\_

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

# DELINQUENT PERSONAL PROPERTY TAXES

Page 1

The successful bidder will be required to complete and sign this document.

TO: Director of Finance, City of Clayton, Ohio

I submitted a proposal to the City of Clayton on \_\_\_\_\_, 20\_\_\_\_, and having been awarded the contract described as "**RESIDENTIAL REFUSE/RECYCLE CURBSIDE COLLECTION AND DISPOSAL**" submit statement to comply with the requirement of Section 5719.042, Ohio Revised Code.

NOTE: If paragraph No. 1 below is applicable, the bidder should sign in the space provided at the end of the paragraph, and then cross out paragraph No. 2.

If paragraph No. 2 below is applicable, the bidder should insert the requested information, and then cross out paragraph No. 1.

No. 1. At the time I submitted by bid I was not charged with any delinquent personal property taxes on the general tax list of Montgomery County, Ohio.

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Printed Name and Title

No. 2. At the time I submitted my proposal I was charged with delinquent personal property taxes, penalties and interest as follows:

\$ \_\_\_\_\_ Delinquent Taxes

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

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

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Printed Name and Title

**DELINQUENT PERSONAL PROPERTY TAXES**

**Page 2**

\_\_\_\_\_, being first duly sworn, says that the statements made above are true and he/she verily believes.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

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