

# **Richwood Village, Ohio**

**Invitation to Bid**

**For**

**Residential Solid Waste and Recycling Curbside  
Collection**

**June 24, 2019**

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## **NOTICE TO BIDDERS**

The Village of Richwood, Ohio, will accept sealed bids at the Village Hall until 10:00 a.m. on August 12, 2019 for Solid Waste Services including Waste Collection and Curbside Recycling. In general, the specifications address the removal and disposal of all waste materials from residences within the existing Village of Richwood service area.

Bid documents, general instructions and detailed specifications can be obtained at:

Village of Richwood  
153 North Franklin Street  
Richwood OH 43344

The bids shall be sealed and clearly marked on the envelope: "Bid for Solid Waste Collection and Recycling Program." All bids shall be opened in public on August 12, 2019 at 10:00 a.m. in the Village Administrative Offices. After bid opening, the Village shall conduct a 2-month community engagement process to educate residents on the bid specifics and pricing.

No bidder may withdraw the bid within thirty (30) days after the actual date of opening thereof. The Village reserves the right to accept or reject any part of any or all bids; to waive any irregularities in the bidding; and to enter into a contract with the bidder who in their opinion offers the lowest and best bid.

The Village anticipates reviewing the submitted bids and making a determination as to the lowest and best bid by November 25, 2019. If a successful contractor is selected, the Village shall begin contract negotiations thereafter with an anticipated contract start date of April 1, 2020 or sooner.

By Order of the Village of Richwood, Honorable William S. Jerew, Mayor

The Village of Richwood does not discriminate on the basis of race, color, national origin, sex, religion, age and handicapped status in employment or the provision of services.

## **BID SCHEDULE**

July 10, 2019	Public Advertisement for Collection Services bid and release of Bid Packet
August 12, 2019	Bid Submission Deadline and Proposal Opening for all Required Services (10:00 a.m.)
August 26 – October 28, 2019	Community Engagement Process
November 25, 2019	Announcement of successful Bidder
December 30, 2019	Deadline for execution of agreement
January 30, 2020	Implementation plan due
April 1, 2020	Commencement of all Required Services

## **BID DOCUMENT**

### **GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS, INFORMATION**

Sealed bids will be received by the Village of Richwood, Ohio, in accordance with the attached legal advertisement and subject to all provisions contained in his/her bid document including the specifications. Special conditions or instructions in the specifications shall take precedence over the general conditions.

#### **Submission of Bids**

- a. Bids shall be submitted on the sheets provided and must be filled out completely.
- b. Bids by partnerships should include the names of the partners composing the partnerships and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, dba 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.

- c. Each bid shall be sealed and addressed to the Mayor of the Village of Richwood, Ohio, and shall bear on its face the name of the bidder, time and date of the bid opening, plus the subject of the bid.
- d. Bids received after the time specified in the advertisement will not be considered.
- e. Erasures or corrections may invalidate a bid unless properly noted over the signature of the bidder.

#### **Surety**

- a. Bid Bond - each bid must be accompanied by a bid bond, deposit of cash, certified check or bank cashier's check, drawn on a solvent bank, payable to the Village of Richwood, Ohio, in the amount of ten percent (10%) of the bid price for one year as a guarantee that if the bid is accepted, a contract will be entered into and the performance of the same properly secured. The Village will determine the sufficiency of the surety. Bid bonds, checks or cash will be returned to bidders as soon as the purpose for which given has been fulfilled.

- b. Performance Bond - the bidder to whom an award is made shall furnish a bond or certified check on a solvent bank, payable to the Village of Richwood, Ohio, in the amount of one hundred percent (100%) of the bid price for one year as a guarantee for the faithful performance of the contract. The Village will determine the sufficiency of the surety.

#### Rejection of Bids

The Mayor of Richwood reserves the right to waive informalities, to reject any or all bids, or to accept any bid which may be deemed to be for the best interest of the Village of Richwood.

#### Withdrawal of Bids

No bid shall be withdrawn within thirty (30) days after the scheduled time for opening of the bids.

#### Infringements and Indemnifications

The bidder, if awarded an order or contract, agrees to protect, defend and save the Village harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract and he further agrees to indemnify and save the Village harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his/her servants, or agents.

#### Default Provisions

In case of default by the bidder or contractor, the Village of Richwood 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.

#### Pricing

Where unit prices are requested and there is a discrepancy in the total amount of the bid, the unit prices shall govern. Bid shall include all charges for delivery to the Village of Richwood, packing, removal, pick-up, crating, etc.

#### Interpretation of Bid Document

If any person contemplating submitting a bid is in doubt as to the true meaning of the plans and specifications, he/she may submit to the Mayor a written request for interpretation thereof. All parts of these specifications are intended to be explanatory of each other, but in case of misunderstanding or doubt, the interpretation of the Village of Richwood will be final.

## Taxes

The Village is generally exempt from Federal Excise and Ohio State Sales Taxes. Prices shall not include taxes. If taxes of any kind are applicable, they shall be listed separately on the bid form or in an attachment. Exemption forms, when required, will be executed by the Village.

## Specifications

Unless otherwise stated by the bidder, the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

## Discounts

Any discounts offered in connection with a bid shall be indicated in the space provided or by appropriate notation attached to the bid.

## Opening of Bids

At the time and on the date specified in the advertisement for receipt of bids, all bids will be opened and publicly read.

## Award of Contract

A contract shall be awarded to the lowest and best bidder as soon as practicable after the opening of the bids, subject to the reservations as stated hereunto and the posted schedule. The selected bidder, if an award is made, shall enter into a mutually agreed upon contract with the Village of Richwood within thirty (30) days upon agreement with contract terms. The contract is projected to begin by or before October 1, 2019.

## **GENERAL SPECIFICATIONS AND INFORMATION**

### **SECTION 1G**

It is the intent of his/her proposal that bids are submitted for the collection and disposal or processing of solid waste for residential users within the existing Village of Richwood service area, being more specifically defined within his/her proposal.

### **SECTION 2G**

Contractor shall have the franchise, license and privilege to provide residential waste collection, removal and disposal or processing services within the corporate limits of the Village.

### **SECTION 3G**

All waste materials collected by the contractor shall be legally disposed of outside the corporate limits of the Village of Richwood. The charge for disposal

shall be included in the rate set forth in the Proposal for each Unit serviced by the contractor.

#### **SECTION 4G**

The contractor is required to collect all trash and recyclables on the same day for all Village residents. The actual day of collection will be up to the contractor. If for any reason the contractor requires a change in the schedule, it will be the contractor's responsibility to notify the residents affected after first receiving the written approval of the Village of Richwood. Hereafter, Village shall refer to the Mayor or his/her designee.

#### **SECTION 5G**

The Price Proposal for each residential unit serviced by the contractor shall include all costs associated with the collection and disposal or processing of solid waste and recyclables. There shall be no additional fees or surcharges added to the cost of service unless prior approval is granted by the Village.

#### **SECTION 6G**

The contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment used by the contractor for the collection and removal of waste material shall be kept neat, clean and sanitary and shall be licensed by the Union County Health Department, if required.

#### **SECTION 7G**

Contractor agrees to handle all rolling carts or containers without abuse and to return all emptied containers to the location where the owner set them. Contractor is responsible to repair, replace, deliver and remove all rolling carts at the contractor's expense during the contract period. The Village or contractor will retain ownership of rolling carts at the end of the contract period. The carts will be hot stamped with the Village logo (if Village owned). The contractor will be responsible for maintaining the carts throughout the contract period. The recycling carts shall have a unique sticker placed on the top lid that depicts the acceptable materials in the program. The contractor shall obtain approval for the design of the sticker prior to development and installation.

#### **SECTION 8G**

Contractor's employees should at no time exhibit improper or abusive language or unacceptable or improper conduct to the public or use or be under the influence of drugs/alcohol while on duty or such offender will be removed from the Village's route by the contractor or upon request by the Village.

#### **SECTION 9G**

The Village is not to be responsible for any problems arising at the disposal site as



a result of solid waste collected in the Village or any other place. The disposal site used by the contractor shall be and shall continue to be a State and Federal Environmental Protection Agency approved facility for the life of the contract. In addition, where applicable, the facility will comply with all State and/or County Health Department requirements.

#### **SECTION 10G**

In the bid documents, the bidder will provide the Village with a copy of an approved Environmental Protection Agency permit for the disposal site which shall be used for the term of the contract and shall remain in full compliance with all Federal and Ohio Environmental Protection Agency regulations, as well as any local regulations.

#### **SECTION 11G**

The Village shall be given the name and phone number of the single appropriate person within the contractor's employment with whom complaints can be aired and remedied. The Village shall also be given the name and phone number of the foreman or other assigned representative of the contractor responsible for all collections (residential, recycling) within the Village each day.

#### **SECTION 12G**

Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days.

#### **SECTION 13G**

Contractor shall agree that if any premises or collections are missed, the contractor shall return to make pickup on that regularly scheduled day or at the beginning of the next day's route, if contractor was notified after that day's route was completed. Routes will not be considered complete until checked with the Village and all complaints addressed.

#### **SECTION 14G**

Should the Village feel compelled to mobilize its own workers to correct problems created by non-compliance with specifications, the contractor will be required to reimburse the Village for such funds necessary to complete the work as guaranteed by the contract. Such reimbursement shall be determined by the Village based on personnel and equipment costs necessary to rectify the problem and those costs shall be deducted from payment to the contractor.

#### **SECTION 15G**

Contractor shall adhere to all laws, ordinances, and other policies that pertain to actions performed for and in the Village of Richwood.

**SECTION 16G**

Contractor shall obtain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the Village (earnings tax, etc.).

**SECTION 17G**

Contractor shall indemnify, defend and save harmless, and exempt the Village, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of his/her contract arising out of a willful or negligent act or omission of the contractor, its officers, agents, servants, and employees; provided, however, that the contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the Village, its officers, agents, servants, and employees.

**SECTION 18G**

Contractor will be held liable for any damage, injury (including death) or destruction based upon, connected with, or related to contractor's waste removal personnel or equipment while performing services for the Village. (See Section 22).

**SECTION 19G**

Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage listed below. All insurance shall be by insurers and for policy limits acceptable to the Village and before commencement of work hereunder the Contractor agrees to furnish the Village certificates of insurance or other evidence satisfactory to the Village to the effect that such insurance has been procured and is in force. The certificates shall contain the following expressed obligation:

"Contractor is to certify that the policies of insurance described herein have been issued to the insured for whom his/her certificate is executed and are in force at the time of contract execution. 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."

For the purposes of the contract, the contractor shall carry the following types of insurance in at least the limits specified below:

Coverage	Minimum limits of liability, terms and coverage
Auto Liability Insurance	\$500,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required \$500,000 each occurrence for property damage
Workers' Compensation	Statutory limits
Employer's Liability	\$500,000 bodily injury by accident, each accident \$500,000 bodily injury by disease, each employee \$500,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Property	\$500,000 each person \$1,000,000 each occurrence

The contractor shall issue a certificate of insurance naming the Village as an Additional Insured with the following language: The Village of Richwood, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof are named as Additional Insureds. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess.

**SECTION 20G**

No assignment of the contract or any right accruing under his/her Contract shall be made in whole or in part by the contractor without the express written consent of the Village, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the contract.

**SECTION 21G**

Village may terminate with cause the contract within 90 days by registered or certified mail notification to the other party. If it is determined by the Village that the work is not being performed in a satisfactory manner, then the Village will so notify the contractor, who will then immediately rectify the problem(s). Excessive complaints or failure to rectify the source of such complaints will be grounds for revocation of the contract.

The Village reserves the right to terminate the 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 his/her agreement due to closure or lack of accessible landfills, labor disputes or any other action that prevents delivery of

services.

In case of default by the contractor, the Village may procure the articles of services from other sources without further advertising and may hold the contractor responsible for any excess costs occasioned thereby.

**SECTION 22G**

The Village will impose monetary penalties on the contractor for failing to perform responsibilities as outlined in the bid specifications. The sum of the monetary penalty shall be deducted from the contractor's payment for services as defined in his/her bid.

<b>Offense</b>	<b>Fine</b>
First Offense	\$100.00 fine per incident
Second Offense	\$1,000.00 fine per incident
Third Offense	\$5,000.00 fine per incident and possible termination of contract
Fourth Offense	Termination of contract

**SECTION 23G**

Contractor will be required to keep records and submit reports to comply with the NCO Solid Waste District's Annual District Reporting Requirements. These reports will serve as a means to apprise Village staff and the NCO Solid Waste District of the status of solid waste disposal and recycling activities and expenditures. Reporting requirements include:

A. Quarterly Project Status Report

The contractor shall provide quarterly project status reports. These reports shall be due within thirty (30) days of the close of the quarter being reported. At a minimum, the reports shall include:

1. Weight of recyclable material collected and recycled.
2. Weight of Solid Waste collected and disposed.
3. Quarters to be reported shall include:

<b>Quarter</b>	<b>Period</b>
1 <sup>st</sup> Quarter	January, February, March
2 <sup>nd</sup> Quarter	April, May, June
3 <sup>rd</sup> Quarter	July, August, September

Quarter	Period
4 <sup>th</sup> Quarter	October, November, December

B. Annual Reports

Contractor shall provide year-end annual reports for each year the project is in operation. These reports will be due within 45 days of the end of the calendar year. At a minimum, the report shall include the information included in the quarterly project status reports.

**SECTION 24G**

Residential service area as of June of 2019 consists of 850 residential units inside the corporation limits receiving curbside service. The actual number of Residential Units will vary slightly over the course of the contract period. This information is provided for the Bidder's convenience only, and the Village does not guarantee the accuracy of this data. The Village reserves the right to add Residential Units because of population growth or other factors. Communication for any new projected Residential Units will be conducted as needed with the Contractor.

**SECTION 25G**

The contract to be awarded shall cover:

- A. The contract shall be effective for a period of five (5) years. The Village is also requiring pricing for one (1) additional extension of five (5) years enacted at the sole discretion of the Village.
- B. The contract shall be effective upon the execution and performance of such contract shall begin on or about April 1, 2020 or sooner depending on contract negotiations.
- C. A bid price is a per residential and like unit charge, which includes trash collection and curbside recycling, with the contractor to add all new or additional units at same bid price per unit. The contractor shall bill the Village for all residential units serviced per the bid price on a monthly basis.
- D. The Village requires that the Contractor provide all Solid Waste and Recyclables containers. Pricing options will include:
  - 1. 96-gallon wheeled cart with Village logo (if Village owned) for trash collection on same day and recycling
  - 2. 64 or 96-gallon wheeled cart with Village logo (if Village owned) for Recyclable Materials collection on same day as trash
  - 3. Contractor or Village owned collection containers
  - 4. Carry out service for those meeting the definition of disabled according to federal guidelines.
  - 5. One (1) time per year Spring Cleanup

6. Include municipal cart and dumpster service
  7. Monthly bulk pick-up at the curb for each residential unit served (see Section 3 under Waste Specifications Residential)
- E. Bid prices shall include all applicable existing and anticipated Federal, State, District, and other related fees and all costs to provide waste collection and curbside recycling.

### **SECTION 26G**

Each bidder must satisfy himself by his/her own observation as to the quantity of proposed work to be performed and with the proposed requirements and limitations listed. The submission of a bid shall be considered evidence that the bidder has made such observation and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the specifications and information contained therein.

### **SECTION 27G**

The Village reserves the right to require the bidder to present satisfactory evidence that he has been regularly engaged in the business of solid waste removal (including recycling), previous to the bidding of the contract. The Village 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 Village of Richwood and to begin promptly when so ordered after contract is awarded.

The Contractor is required to submit 3 references from similar municipal contracts as a part of his/her bid.

### **SECTION 28G**

Contractor shall comply with all applicable requirements of the NCO Solid Waste District Solid Waste Management Plan and any amendments if and when they are adopted. For any questions regarding this document, please contact Jack DeWitt, NCO Solid Waste District Director at 419-228-8278.

### **SECTION 29G**

The Contractor shall bill the Village per the bid price for each residential unit serviced on a monthly basis. Payment to the Contractor shall be made monthly as prescribed by the contractor; such payments to be made upon the certificate of the Village's Fiscal Officer, or other authorized agent of the Village.

### **SECTION 30G**

The contractor will develop comprehensive educational literature explaining how the curbside recycling program will work, scheduled pick-up routes, holiday information, a thorough description of the recyclable materials that will be accepted,

etc. The contractor's literature will be mailed by the contractor to all Village single family dwellings two (2) weeks before the program is implemented. Additional literature is to be provided to the Village for their distribution. In lieu of the brochure and at the Village's discretion the contractor will be responsible for the cost to develop an insert to be mailed, on an annual basis to all residents as part of their monthly Village's utility bill. All material must be reviewed and approved by the Village prior to distribution.

### **SECTION 31G**

Contractor shall collect and pay all fees assessed by the Village, Solid Waste Management District, State, Combined Health District, or other authorized waste authority. Fees shall be collected and paid regardless of where the waste is processed or disposed. The District's fee and all other fees must be included in the unit prices.

### **SECTION 32G**

Collections shall be made at least once a week, no earlier than 6:00 a.m. and no later than 6:00 p.m., Monday through Friday. An exception to the established collection times is permitted during inclement weather conditions (snow and ice only). The following shall be the holidays for purposes of the contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. Collections for such Holidays will be delayed one day with all generated solid waste for those weeks being removed no later than Saturday 6:00 p.m.

### **SECTION 33G**

The contractor will invoice the Village monthly for their services. The Village will invoice all residents monthly on their utility bills. The contractor will not be responsible to invoice the residents at any time during the contract period.

### **SECTION 34G**

A resident may request a Vacation Service Credit if they are away from their residence for a minimum of 90 days. Residents can only request one Vacation Service Credit per contract year. The bidder shall create a form to be completed by the resident which shows the dates of service the Vacation Service Credit is to be applied to the resident's bill. The Village will be responsible for billing each resident and issuing credits. The Village will notify the contractor on a monthly basis regarding accepted Vacation Service Credits.

## **WASTE SPECIFICATIONS RESIDENTIAL**

### **SECTION 1W**

The term "waste material" shall include all municipal solid waste originating from the use of property situated only within the existing service area of the Village of Richwood, Ohio, and more specifically being identified in the following

categories:

- A. All solid waste material that size will allow to be placed in a standard rear load, front load, or side load hopper.
- B. All appliances and furniture including, but not limited to, refrigerators, dishwashers, dryers, sofas, chairs, and mattresses; (CFCs shall be removed from all appropriate appliances prior to disposal by the resident).
- C. Garbage as defined as organic waste of animal, fish, fruit, or vegetable matter arising from or attendant to the storage, dealing in, preparation or cooking of food for human consumption.
- D. Cold ashes placed in a separate bag or container. Hot ashes will not be accepted.

## **SECTION 2W**

The Village requires that the Contractor provide all Solid Waste and Recyclables containers. Pricing options will include:

- 1. 96-gallon wheeled cart with Village logo (if Village owned) for trash collection on same day and recycling
- 2. Carry out service for those meeting the definition of disabled according to federal guidelines.
- 3. Contractor or Village ownership of collection containers
- 4. One (1) time per year Spring Cleanup
- 5. Include municipal dumpster service (See Exhibit E)

Collection of waste material shall be provided once each week on announced days, for which rolling carts are placed at the curb, edge of street or right-of-way, or at rear of property where applicable.

## **SECTION 3W**

There is a limit of one (1) large or bulky item (furniture, non-freon appliances, mattresses, ect..) per month per residential unit and up to two 30 gallon trash bags of general trash. The Village shall pick which day bulk collection will be each month.

## **SECTION 4W**

Contractor shall only remove materials and contents set out by residents in the 96-gallon trash cart (unless on the monthly bulk pick-up day), avoid spilling waste material, and clean up the collection area if the waste is spilled.

## **SECTION 5W**

Contractor must provide collection services for all Village buildings per the



following:

<b>Location</b>	<b>Trash Service</b>	<b>Recycle Service</b>
Village Administration Building	1-96 gallon Cart serviced weekly	1-96 gallon Cart serviced weekly
Village Water Plant	6 Yard Front Load Dumpster	Weekly
Village Sewer Plant	40 Yard Roll-Off Box	Call in Basis

### **SECTION 6W**

The Contractor shall provide one annual clean-up event for Village residents. Minimum number of 40 cubic yard roll-off containers provided shall be 2 for the purposes of bid pricing. The cost of the clean-up event shall be included in the per residential unit bid prices.

### **CURBSIDE RECYCLING SPECIFICATIONS RESIDENTIAL**

#### **SECTION 1R**

Contractor shall collect and remove all co-mingled recyclable materials weekly or bi-monthly on the regularly scheduled trash collection day from all residences. Each Bidder seeking to provide Collection Services shall deliver recyclables to Union Recyclers in Marysville.

#### **SECTION 2R**

The Village requires that the Contractor provide all Solid Waste and Recyclable containers. Pricing options will include:

1. 64 or 96-gallon wheeled cart with Village logo (if Village owned) for Recyclable Materials collection on same day as trash. The recycling carts shall have a unique sticker placed on the top lid that depicts the acceptable materials in the program. The contractor shall obtain approval for the design of the sticker prior to development and installation.
2. Weekly collection and every other week collection of recyclables
3. Contractor or Village ownership of collection containers
4. Carry out service for those meeting the definition of disabled according to federal guidelines.

#### **SECTION 3R**

Contractor shall provide rolling carts to new customers within one week from the day of notification.

#### **SECTION 4R**

Recyclable materials to be collected will include, but not be limited to flattened corrugated cardboard, office paper, newspaper, cereal boxes and other paperboard containers, glass food bottles and jars only, Food and beverage aluminum and steel containers only, plastic food and beverage containers (# 1 and # 2 plastics only).

#### **SECTION 5R**

Transport the collected recyclable materials to Union Recyclers in Marysville. At no time shall recyclable materials be disposed of in a landfill or incinerator.

**VILLAGE OF RICHWOOD  
WASTE COLLECTION AND DISPOSAL SERVICES BID PROPOSAL**

NOTE: All bid prices shall include any and all applicable Federal, State, District and other related fees in the bid price.

**Residential Trash and Recycling Collection: Approximately 850 units**

Base Bid Prices shall be expressed in per Residential Unit (RU) per month charge, for the *approximate* number of Residential Units listed in his/her ITB. Solid Waste and Recyclables Collection Service on same day, 5-year term, *including* provision of monthly bulk service for each RU obtaining service. Includes Village dumpster service and annual clean-up. No fuel surcharge or other fees are to be charged separately. There are four options for pricing. In all 4 options, the contractor will bill the Village for the services provided and the Village will bill the residents directly. The differences in the options are as follows:

- Option 1:** Weekly Trash and Recycle Collection, Monthly Bulk Collection, Village Owns Collection Containers
- Option 2:** Weekly Trash and Every Other Week Recycle Collection, Monthly Bulk Collection, Village Owns Collection Containers
- Option 3:** Weekly Trash and Recycle Collection, Monthly Bulk Collection, Contractor Owns Collection Containers
- Option 4:** Weekly Trash and Every Other Week Recycle Collection, Monthly Bulk Collection, Contractor Owns Collection Containers

Pricing for April 1, 2020 – March 30, 2025

Service Scenarios	Pricing Option 1	Pricing Option 2	Pricing Option 3	Pricing Option 4
<ul style="list-style-type: none"> <li>• 96 Gallon Wheeled Cart Trash Per Collected Weekly</li> <li>• 64 Gallon Wheeled Cart for Recyclable Materials Collected Weekly</li> </ul>	\$ _____	\$ _____	\$ _____	\$ _____
<ul style="list-style-type: none"> <li>• 96 Gallon Wheeled Cart Trash Per Collected Weekly</li> <li>• 96 Gallon Wheeled Cart for Recyclable Materials Collected Weekly</li> </ul>	\$ _____	\$ _____	\$ _____	\$ _____

Pricing for April 1, 2025 – March 30, 2030

Service Scenarios	Pricing Option 1	Pricing Option 2	Pricing Option 3	Pricing Option 4
<ul style="list-style-type: none"> <li>96 Gallon Wheeled Cart Trash Per Collected Weekly</li> <li>64 Gallon Wheeled Cart for Recyclable Materials Collected Weekly</li> </ul>	\$ _____	\$ _____	\$ _____	\$ _____
<ul style="list-style-type: none"> <li>96 Gallon Wheeled Cart Trash Per Collected Weekly</li> <li>96 Gallon Wheeled Cart for Recyclable Materials Collected Weekly</li> </ul>	\$ _____	\$ _____	\$ _____	\$ _____

**OPTIONAL SERVICES BID PRICES**

Pricing for April 1, 2020 – March 30, 2025

Optional Service	Base Bid – Village Bill Residents
<ul style="list-style-type: none"> <li>Per RU per month surcharge for <b>optional carry-out collection service</b><sup>1</sup></li> </ul>	\$ _____
<ul style="list-style-type: none"> <li>Provision of an additional Resident 96-gallon trash cart (over and above the base bid required cart) (Includes collection and disposal) per month cost</li> </ul>	\$ _____
<ul style="list-style-type: none"> <li>Per appliance surcharge for chlorofluorocarbon (CFC) removal</li> </ul>	\$ _____
<ul style="list-style-type: none"> <li>Monthly service charge for an additional 2 cubic yard dumpster serviced weekly (over and above any dumpsters provided per the agreement)</li> </ul>	\$ _____
<ul style="list-style-type: none"> <li>Monthly service charge for an additional 4 cubic yard dumpster serviced weekly (over and above any dumpsters provided per the agreement)</li> </ul>	\$ _____
<ul style="list-style-type: none"> <li>Monthly service charge for an additional 6 cubic yard dumpster serviced weekly (over and above any dumpsters provided per the agreement)</li> </ul>	\$ _____
<ul style="list-style-type: none"> <li>Monthly service charge for an additional 8 cubic yard dumpster serviced weekly (over and above any dumpsters provided per the agreement)</li> </ul>	\$ _____

<sup>1</sup> The Contractor may provide an **optional** add-on price to provide Carry-out Collection Service to any Residential Unit that requests such service. However, the Contractor shall provide Carry-out Collection Service at the same rate as Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, as set forth in Ohio Revised Code §4503.44(A)(1).

Optional Service	Base Bid – Village Bill Residents
<ul style="list-style-type: none"> <li>Per pull charge for each additional pull of the Village clean-up event dumpster of 40 yards in capacity (over and above the specified number of pulls provided per the agreement)</li> </ul>	\$ _____
<ul style="list-style-type: none"> <li>Provision of a Village 96-gallon cart (over and above any dumpsters or carts provided per the agreement) (Includes pull and disposal)</li> </ul>	\$ _____

**OPTIONAL SERVICES BID PRICES**

Pricing for April 1, 2025 – March 30, 2030

Optional Service	Base Bid – Village Bill Residents
<ul style="list-style-type: none"> <li>Per RU per month surcharge for <b>optional carry-out collection service<sup>2</sup></b></li> </ul>	\$ _____
<ul style="list-style-type: none"> <li>Provision of an additional Resident 96-gallon trash cart (over and above the base bid required cart) (Includes collection and disposal) per month cost</li> </ul>	\$ _____
<ul style="list-style-type: none"> <li>Per appliance surcharge for chlorofluorocarbon (CFC) removal</li> </ul>	\$ _____
<ul style="list-style-type: none"> <li>Monthly service charge for an additional 2 cubic yard dumpster serviced weekly (over and above any dumpsters provided per the agreement)</li> </ul>	\$ _____
<ul style="list-style-type: none"> <li>Monthly service charge for an additional 4 cubic yard dumpster serviced weekly (over and above any dumpsters provided per the agreement)</li> </ul>	\$ _____
<ul style="list-style-type: none"> <li>Monthly service charge for an additional 6 cubic yard dumpster serviced weekly (over and above any dumpsters provided per the agreement)</li> </ul>	\$ _____
<ul style="list-style-type: none"> <li>Monthly service charge for an additional 8 cubic yard dumpster serviced weekly (over and above any dumpsters provided per the agreement)</li> </ul>	\$ _____
<ul style="list-style-type: none"> <li>Per pull charge for each additional pull of the Village clean-up event dumpster of 40 yards in capacity (over and above the specified number of pulls provided per the agreement)</li> </ul>	\$ _____
<ul style="list-style-type: none"> <li>Provision of a Village 96-gallon cart (over and above any dumpsters or carts provided per the agreement) (Includes pull and disposal)</li> </ul>	\$ _____

<sup>2</sup> The Contractor may provide an **optional** add-on price to provide Carry-out Collection Service to any Residential Unit that requests such service. However, the Contractor shall provide Carry-out Collection Service at the same rate as Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, as set forth in Ohio Revised Code §4503.44(A)(1).

The undersigned, having carefully read and considered the terms and conditions of the Bid Specifications for Solid Waste Collection and Disposal (including curbside recycling and trash) for the Village of Richwood, Ohio, does hereby offer to perform such services on behalf of the Village, of the type, quality, and in the manner described and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the unit prices/cost set forth:

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Signature

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Print Name

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Name of Company

---

Phone Number

**BID GUARANTY AND CONTRACT BOND (SECTION 153.571 OHIO REVISED CODE)**

**KNOW ALL PERSONS BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_, [insert name of principal] (as "Principal") and \_\_\_\_\_, [insert name of surety] (as "Surety") \_\_\_\_\_, a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the Village of Richwood, Ohio (as "Obligee"), in the sum of \_\_\_\_\_ Dollars, in lawful money of the United States, for the payment of such sum to be made, the Principal and Surety bind ourselves and each of our administrators, successors, and assigns, jointly and severally, by his/her Bid Bond.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that whereas the above named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, submit a Bid to the Obligee for the Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials generated by Residential Units within and by the Village of Richwood conducted within the jurisdiction of the Obligee ("Collection Services").

**NOW, THEREFORE**, if the Collection Services Bid of the Principal is accepted by the Obligee, the Principal shall within ten (10) days after the prescribed forms are presented to the Principal for signature, execute the Collection Services Agreement with the Obligee in accordance with the Bid as accepted, and give the required Performance Bond with good and sufficient surety or sureties for the faithful performance and proper fulfillment of such Collection Services Agreement. If the Bid of the Principal is not accepted by the Obligee, then the above obligation will be void and of no effect. If the Bid of the Principal is accepted, but the Principal fails to enter into such Collection Services Agreement or give such Performance Bond within the time specified, then the above obligation will remain in full force and performance effect. The Principle's Bid Bond is issued by the Surety subject to the condition that in no event shall the Surety be liable for a greater amount under the Principle's Bid Bond than the difference between the amount of the Bid and the lowest amount in excess of that Bid for which the Obligee may be able to award the Collection Services Agreement within a reasonable time. All capitalized terms used herein, not otherwise defined in the context of their use, are defined in Bid Documents.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this Bid Bond under their several seals, if any, his/her \_\_\_\_\_ day of \_\_\_\_\_, 2019, by their respective representatives, pursuant to authority of their respective governing bodies.

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

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

(Affix Corporate Seal) Its:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

(Affix Corporate Seal) Its:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LEGAL STATUS OF THE PRINCIPAL**

**A CORPORATION** duly organized and doing business under the laws of the State of \_\_\_\_\_,  
for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_, whose signature is affixed  
to his/her Bid Bond, is duly authorized to execute contracts.

**A PARTNERSHIP** trading and doing business under the firm name and style of  
\_\_\_\_\_, all the members of which with addresses are:  
\_\_\_\_\_.

**AN INDIVIDUAL** whose signature is affixed to his/her Bid Bond, doing business under the firm name and style of  
\_\_\_\_\_.

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as the Principal  
in the within Bid Bond; that \_\_\_\_\_, who signed the Bid Bond on behalf of the Principal was then  
\_\_\_\_\_ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that  
the Bid Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

\_\_\_\_\_  
(Affix Corporate Seal)



**NON-COLLUSION AFFIDAVIT**

**STATE OF OHIO**

**COUNTY OF \_\_\_\_\_ } ss:**

BID Identification: Collection, Transportation and Delivery for Disposal or processing of Residential Solid Waste and Recyclable Materials.

**CONTRACTOR**

\_\_\_\_\_

(Name)

being first duly sworn, deposes and says that he/she is \_\_\_\_\_

of

\_\_\_\_\_

(Company Name)

the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to submit a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his/her BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his/her general business.

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

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 2019

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

Seal of Notary

**PERSONAL PROPERTY TAXES AFFIDAVIT  
(ORC 5719.042)**

**STATE OF OHIO**

**COUNTY OF \_\_\_\_\_ } ss:**

The AFFIANT, being first duly sworn, states that he/she is the

\_\_\_\_\_  
(Title and Name of Company)

and that he/she or

\_\_\_\_\_  
(Name of Company)

was:

(1) NOT CHARGED with any delinquent personal property taxes on the general tax list of personal property of \_\_\_\_\_, Ohio, at the time of submitting the bid for the Collection Services.

(OR)

(2) CHARGED with delinquent personal property taxes on the general tax list of personal property of \_\_\_\_\_, Ohio, at the time of submitting the bid for the Collection Services and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due unpaid penalties and interest thereon.

FURTHER AFFIANT saith naught:

COMPANY

AFFIANT AND TITLE

\_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 2019

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

Seal of Notary