

JOINT REQUEST FOR BIDS (RFB)

LEGAL NOTICE, SPECIFICATIONS, BID DOCUMENTS, AND CONTRACT DOCUMENTS FOR RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE COLLECTION AND DELIVERY FOR PROCESSING OR DISPOSAL FOR THE COLLECTIVE UNINCORPORATED AREAS OF BERKSHIRE TOWNSHIP, BERLIN TOWNSHIP, AND DELAWARE TOWNSHIP, DELAWARE COUNTY, OHIO

**Sealed bids clearly marked “Solid Waste Bid” on the outside of the envelope
Should be addressed and submitted to:**

**Jeff Jordan
Berlin Township Fiscal Officer
3271 Cheshire Road
Delaware, Ohio 43015**

**Bids will be received, beginning September 25, 2024,
until 12:00 p.m. local time on October 16, 2024.**



**Berkshire Township
Board of Trustees**

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Ron Disantis
Rodney Myers

Fiscal Officer

Melody George

1454 Rome Corners Rd.
Galena, OH 43021

Tel: (740) 965-2992

**Berlin Township
Board of Trustees**

Ron Bullard
Meghan Raehll
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Jeff Jordan

3271 Cheshire Rd.
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Tel: (740) 548-6350

**Delaware Township
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LEGAL NOTICE TO BIDDERS

JOINT REQUEST FOR BIDS FOR RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE COLLECTION AND DELIVERY FOR PROCESSING OR DISPOSAL FOR THE COLLECTIVE UNINCORPORATED AREAS OF BERKSHIRE TOWNSHIP, BERLIN TOWNSHIP AND DELAWARE TOWNSHIP, DELAWARE COUNTY, OHIO

The Boards of Trustees for Berkshire Township, Berlin Township and Delaware Township, of Delaware County, Ohio (hereinafter “Boards”), hereby collectively request bids for residential solid waste, recyclable materials, and yard waste collection and delivery for processing or disposal for the collective unincorporated areas of Berkshire Township, Berlin Township and Delaware Township, Delaware County, Ohio (collectively “Townships”).

Bids will be received by the Boards, care of Jeff Jordan, at the Berlin Township Offices located at 3271 Cheshire Road, Delaware, Ohio 43015, during standard business hours (8:00 a.m. to 4:00 p.m. Monday through Friday) beginning September 25, 2024 until 12:00 p.m. (noon) local time on October 15, 2024. Bids received after this date and time shall not be considered and will be returned unopened.

At 3:00 p.m. on October 16, 2024 at the Berlin Township Offices, bids will be publicly opened and read aloud. The time, date, and place of bid openings may be extended to a later date by the Boards. Written or oral notice of the change shall be given to all persons who have received or requested a Request for Bids Package (“RFB”) not later than ninety-six (96) hours prior to the original time and date fixed for the opening. All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

This contract generally requires the provision of all equipment, vehicles, labor, and materials necessary to provide residential solid waste, recyclable materials, and yard waste collection and delivery for processing or disposal services within the unincorporated areas of the Townships, and to all Township-owned facilities without charge to the Townships.

The selected contractor shall also coordinate, hold, and conduct an informational public meeting in each Township to educate residents on service transition and establishing accounts for Householders requiring service.

All services shall be provided and performed in accordance with the provisions of the RFB. A full RFB containing the terms and conditions of the contract, together with detailed technical specifications and bid documents, can be obtained during standard business hours (8:00 a.m. to 4:00 p.m. Monday through Friday) beginning September 25, 2024 at the Berlin Township offices located at 3271 Cheshire Road, Delaware, Ohio 43015, online at the Boards’ respective Internet websites (www.berkshiretpw.org, www.berlintwp.us, www.delawaretownshipohio.org), or by calling Jeff Jordan at (740) 548-5217.

The term of this contract will be three (3) years, extending from February 1, 2025 through January 31, 2028, with the potential for a mutually agreed extension for a period of one (1) to

three (3) additional years.

Bids must be submitted on the forms contained in the RFB; shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein; shall have all blank spaces completed; and shall be enclosed in a sealed opaque envelope addressed and submitted to Jeff Jordan, at the Berlin Township Offices located at 3271 Cheshire Road, Delaware, Ohio 43015. The envelope shall be clearly marked: "Solid Waste Bid."

Each bidder is required to furnish, at the time of its bid, security in accordance with O.R.C. §§ 307.88 and 153.54, *et seq.* Security shall be either a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of fifteen thousand dollars (\$15,000.00), conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity with the RFB and the bid. Security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

The successful bidder shall be required to faithfully perform all things to be done under the contract. Accordingly, a performance bond in the full amount (100%) of the contract shall, as a condition of entering the contract, be required from the successful bidder.

A pre-bid conference will take place at the Berlin Township Offices located at 3271 Cheshire Road, Delaware, Ohio 43015 at 3:00 p.m. on October 3, 2024.

Each bid shall be accompanied by a complete statement of qualifications.

The Boards collectively reserve the right to select the bidder deemed to have submitted the lowest and best bid, as determined solely by the Boards and/or their representative(s); to reject any and/or all bids, or any portion of any and/or all bids; to waive informalities or irregularities that do not affect the substance of the Specifications and contents of the RFB; and to award a contract in the manner deemed to be in the best interest of the Townships.

In accordance with Ohio Revised Code Section 307.87, this notice shall be advertised in its entirety once a week for not less than two (2) consecutive weeks preceding the day of the opening of bids in a newspaper of general circulation within the Townships and posted on the Boards' respective Internet websites. This notice is also posted in its entirety on the public notice website established under Ohio Revised Code Section 125.182 at publicnoticesohio.com.

This notice is also posted in its entirety on a bulletin board located in a public place in the Boards' respective offices or other suitable public places. Such notice is so posted for at least two (2) weeks preceding the day of the opening of the bids.

By Resolution of:

Berkshire Township Board of Trustees
Berlin Township Board of Trustees
Delaware Township Board of Trustees

IMPORTANT NOTE

By submitting a bid, Bidders will be presumed to be familiar with all the instructions, requirements, and Specifications set forth in this RFB. Bidders are advised to read, understand, and become familiar with the instructions, requirements, and Specifications set forth in this RFB.

Section 1 – Definitions

The following definitions apply to this joint RFB and related documents:

- A. “Bidder” means any person, company, partnership, or firm submitting a bid pursuant to this RFB. Bidder includes the Contractor.
- B. “Boards” collectively means the duly elected or appointed Berkshire Township Board of Trustees, Berlin Township Board of Trustees and Delaware Township Board of Trustees in Delaware County, Ohio.
- C. “Board Designee” means any individual(s) appointed by a Board to act as the Board’s representative.
- D. “Bulk material” includes furniture, appliances, including “white goods” (provided that white goods containing Chlorofluorocarbons [CFC’s] display satisfactory evidence of CFC removal by a certified technician), boards, fencing, paneling, carpeting, etc. Picnic tables, chairs, and benches shall be included, without limitation, as furniture. Any item prohibited from collection by the Delaware, Knox, Marion and Morrow Solid Waste District (“DKMM”) is excluded from the definition of bulk materials.
- E. “Committee for Review” means the committee composed of the three (3) Boards, or their Board Designees, of Berkshire, Berlin and Delaware Townships in Delaware County, Ohio, authorized to evaluate bid proposals and submit recommendations to the Boards.
- F. “Contract” means any contract resulting from this RFB.
- G. “Contracted Parties” collectively means the Contractor, any subcontractor, and any sub-subcontractor and includes, but is not limited to, any of the Contractor’s, any subcontractor’s, or any sub-subcontractor’s boards, board members, officers, officials, employees, volunteers, agents, servants, and representatives.
- H. “Contractor” means the successful bidder and holder of a lawful contract to provide for residential solid waste, recyclable materials, and yard waste collection and delivery for processing or disposal services within the unincorporated areas of the Townships. As used in this RFB, “Contractor” also means the employees or representatives of the holder of a lawful contract.
- I. “County” means Delaware County, Ohio.
- J. “Curbside pick-up” means those households in the Township that dispose of solid waste, recyclables, and yard waste by means of set-out, usually in containers, at the

edge of the property near where the property and the street meet.

- K. "Equipment" means all vehicles, machines, containers, and supplies necessary for the collection and delivery for processing or disposal of residential solid waste, recyclable materials, and yard waste collection as specified in this RFB.
- L. "Exception" means a Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in this RFB.
- M. "Garbage" includes all putrescible wastes, except sewage and body waste, and includes vegetable and animal offal, but excludes recognizable industrial by-products.
- N. "Householder" means the head of a family or one maintaining his or her separate living room or quarters in the Township, and includes only the owners, tenants, and occupants of all single family and multi-family residential dwelling structures from which garbage, refuse, recyclables, or yard waste are generated and set-out for curbside pick-up.
- O. "Indemnified Parties" collectively means the Townships, the Boards, and all of their respective boards, board members, officers, officials, employees, volunteers, agents, servants, and representatives.
- P. "Party" means the Boards or Contractor individually.
- Q. "Parties" means the Boards and Contractor collectively.
- R. "Recyclables" are defined as newspaper, corrugated materials, pressboard packaging, magazines, gabletop cartons (milk, juice, half & half, etc.), beverage glass (clear, green, brown), aluminum and bi-metal beverage cans, aluminum foil, pie pans, steel food cans, and #1 and #2 plastics.
- S. "Recycling Bin" means a storage unit in which recyclable material is placed by the occupants of residential premises. Such bin shall meet the requirements of the Board.
- T. "Refuse" or "Rubbish" includes non-putrescible non-liquid wastes, such as ashes, bulk materials, cinders, tin cans, broken or non-recyclable glass, bottles, rags, wastepaper, wood and paper boxes, yard waste, large household objects such as furniture and appliances, bricks, concrete, dirt, rocks, blocks, sand, cement, gravel, and remodeling materials. Refuse is limited only by what is generated by the household and shall not include commercial refuse.
- U. "Resident" means an individual residing in the unincorporated areas of Berkshire Township, Berlin Township or Delaware Township, Delaware County, Ohio.
- V. "Residential" means single family and multi-family dwelling structures.

- W. “RFB” means this joint request for bids package.
- X. “Services” means collectively the collection and delivery for processing or disposal of solid waste, recyclable materials, and yard waste.
- Y. “Solid Waste Bid” means this joint request for bids package.
- Z. “Subscriber” means any Householder within the Township who is included in the contract to be awarded through this RFB.
- AA. “Township” means individually Berkshire Township, Berlin Township or Delaware Township, in Delaware County, Ohio, and that township’s duly elected or appointed representatives.
- BB. “Townships” means collectively Berkshire Township, Berlin Township and Delaware Township, in Delaware County, Ohio, and the townships’ duly elected or appointed representatives.
- CC. "White Goods" means large items such as appliances, metal furniture, or any metallic item too large to fit into an acceptable container as defined in Section 11 of this Bid Package.
- DD. “Yard waste” means inedible grass and grass clippings packaged in biodegradable paper compost bags, leaves packaged in biodegradable paper compost bags, brush, trees, tree and shrub trimmings and small shrubs, if cut and tied, tree and shrub stumps, and whole Christmas trees during the months of December and January. If Christmas trees contain tinsel, or if yard waste or recyclables are not properly separated, such materials can be treated as refuse or rubbish by the Contractor.

Section 2 – Introduction

2.1 Locations of the Townships

Berkshire, Berlin and Delaware Townships are located north of the state capital of Columbus, in the central part of Delaware County, Ohio. The Townships are contiguous with each other. The Townships are located within the boundaries of Delaware County, Ohio.

2.2 Size of the Townships

2.2.A Berkshire Township

The estimated total population of the Township is 7,000.

2.2.B Berlin Township

The estimated total population of the Township is 10,000.

2.2.C Delaware Township

The estimated total population of the Township is 2,500.

2.3 Purpose

It is the purpose and intent of this joint RFB and all materials contained therein that bids be submitted for the collection and delivery for processing or disposal of solid wastes, recyclable materials, and yard wastes for residential users within the collective unincorporated areas of Berkshire Township, Berlin Township, and Delaware Township in Delaware County, Ohio.

Contractor shall provide service to all single family and multi-family dwelling structures within the unincorporated areas of the Townships that dispose of their waste through curbside pick-up on a regular weekly basis as outlined in the detailed Specifications and general requirements for regular collection, large item pickup, curbside recycling, and yard waste. Contractor shall bill directly to the Householder for said services. Contractor shall also provide service to all Township-owned buildings, parks, and other public places free of charge. These Township Facilities are listed in Section 6.39.C.

The awarded contract shall be for services to Residents of the herein specified households within the unincorporated areas of the Townships, and will not cover collection of garbage, rubbish, trash, or refuse from any other type of household, or commercial or industrial establishments. The successful bidder may contract privately with such other households, or commercial or industrial establishments, but such services shall not be a part of this contract.

Contractor shall maintain a pickup schedule that is feasible and desirable by each Township, and must specify in its bid the days and times for regular collection and pickup in each Township, including holiday schedules. Service in Berlin Township must be done on either Tuesday, Wednesday, or Thursday. Delaware Township prefers to have its collection day on Monday. Service in Berkshire must be done on Thursday. In no case may Friday be a collection day for any Township.

Section 3 – Calendar of Events

3.1 Calendar of Events

ACTION	DATE
Dates of Advertisement	<u>09/25/24-10/09/24</u>
RFB Issue	<u>10/09/24</u>
Pre-Bid Conference	<u>10/03/24 @ 3:00 p.m.</u>
Written Questions Due	<u>10/03/24 @ 3:00 p.m.</u>
Answers to Questions Due	<u>10/05/24 @ 10:00 a.m.</u>
Bids Due	<u>10/16/24 @ 12:00 p.m.</u>
Bids Opened	<u>10/16/24 @ 3:00 p.m.</u>
Intent to Award	<u>11/05/24</u>
Contract to Be Executed (Approx.)	<u>11/12/24</u>
Berkshire Twp. Informational Public Meeting	<u>December 2024 (date to be determined)</u>
Berlin Twp. Informational Public Meeting	<u>December 2024 (date to be determined)</u>
Delaware Twp. Informational Public Meeting	<u>December 2024 (date to be determined)</u>
Services Begin	<u>February 1, 2025</u>

3.2. Locations

The Pre-Bid Conference will take place at the Berlin Township Offices at 3271 Cheshire Road, Delaware, Ohio 43015 at 3:00 p.m. on October 3, 2024. In addition, bids are due and will be publicly opened at this same address. Locations of the informational public meetings to be held by the selected Contractor in each Township will be determined between the Contractor and the respective Township. The Township Halls will be available free-of-charge for this purpose.

Section 4 – Preliminary Instructions Related to RFB

4.1 Obtaining RFB

It is the Bidder’s responsibility to obtain a full RFB from the Boards.

The RFB containing the terms and conditions of this Contract, together with detailed technical Specifications and bid documents, can be obtained during regular business hours (8:00 a.m. to 2:00 p.m. Monday through Friday) beginning September 25, 2024 at the Berlin Township Offices at 3271 Cheshire Road, Delaware, Ohio 43015, online at the Boards’ respective Internet websites (www.berkshiretpw.org, www.berlintwp.us, www.delawaretownshipohio.org), or by calling Jeff Jordan at (740) 548-5217.

4.2 Form of Bid Submission

Bids shall be submitted in substantially the following form:

- Four (4) complete signed originals of the bid must be submitted.
- The bid shall be submitted in hard copy.
- One (1) electronic PDF version of the final bid shall also be submitted.
- The bid shall be submitted on forms contained in this RFB. The forms shall be fully completed in accordance with this RFB.
- The bid shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein, as well as the address, telephone number, email address, and other contact information for the person, party, or parties submitting the bid.
- The bid and all submitted documents shall be submitted with all blank spaces completed.
- Bids shall not contain any erasures or corrections. Bids containing erasures or corrections may be rejected unless the erasures or corrections are explained or noted over the signature of the Bidder.
- The bid shall be signed in ink by a person authorized to sign the bid on behalf of the person or principal submitting the bid. The signer shall be authorized to bind the Bidder.
- The bid shall be enclosed in a sealed opaque envelope addressed and submitted to:

Jeff Jordan, Berlin Township Fiscal Officer
3271 Cheshire Road
Delaware, Ohio 43015

- The outside of the envelope shall be clearly marked: “Solid Waste Bid.”

4.3 Bid Submission

Bids shall be submitted as follows:

- Bids will be received during standard business hours (8:00 a.m. to 4:00 p.m. Monday through Friday) beginning September 25, 2024 until 12:00 p.m. local time on October 16, 2024.

- Bids will be received at and shall be either mailed or delivered to:

Jeff Jordan, Berlin Township Fiscal Officer
3271 Cheshire Road
Delaware, Ohio 43015

- Mailed bids must be physically received by the Township at or before 12:00 p.m. (noon) local time on October 16, 2024. Date mailed and postmarks will not be considered as the date received.
- Bidders are responsible for the timely submission of bids.

4.4 Bid Opening

Bids will be publicly opened and read aloud at 3:00 p.m. on October 16, 2024 at the Berlin Township Offices at 3271 Cheshire Road, Delaware, Ohio 43015. The time, date, and place of bid openings may be extended to a later date by the Boards. Written or oral notice of the change shall be given to all persons who have received or requested a RFB package not later than ninety-six (96) hours prior to the original time and date fixed for the opening.

All bids shall be considered valid until sixty (60) days after the bid-opening date although not accepted or rejected.

Bids sent by text message, telegram, telephone, email, and/or facsimile will not be accepted.

NOTE: IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW ALL ELEMENTS IN THEIR FINAL BIDS. ONCE OPENED, BIDS CANNOT BE ALTERED; HOWEVER, THE BOARDS RESERVE THE RIGHT TO REQUEST INFORMATION OR RESPOND TO INQUIRIES FOR CLARIFICATION PURPOSES ONLY.

Section 5 – Communications

5.1 Communication Restrictions

Except as otherwise provided in this RFB, from the time of release of this RFB until the time a Contractor is selected and a contract is awarded and executed, Bidders shall not communicate with any Board member or other Township official, officer, employee, staff, representative, or agent concerning the RFB. Bidders that attempt any such communications will be disqualified.

For purposes of clarification, the Boards collectively reserve the right to contact any person, firm, company, or entity who has submitted a bid after all bids have been publicly opened and read aloud. Communication under these circumstances will be based upon mutual agreement of the Boards.

5.2 Pre-Bid Meeting

A pre-bid conference will take place at the Berlin Township Offices at 3271 Cheshire Road, Delaware, Ohio 43015 at 3:00 p.m. on October 3, 2024. Potential bidders may ask verbal questions at the pre-bid conference.

5.2.A Verbal Questions

The Boards will **not** respond at any time to questions posed verbally, with the exception of those questions posed verbally at the pre-bid conference.

5.3 Written Questions

The Boards will accept written questions regarding the joint RFB via regular U.S. mail, express carrier, or email until 3:00 p.m. on October 3, 2024. Questions will be accepted at the following addresses:

Mail/Express Carrier:

Berlin Township Offices
c/o Jeff Jordan
3271 Cheshire Road
Delaware, Ohio 43015

Email:

clerk@berlintwp.us

Questions received after the above date and time will not receive a response.

All questions that are received by 32:00 p.m. on October 3, 2024 will be made available to all

who receive and/or take a copy of this RFB by 10:00 a.m. on October 5, 2024.

5.4 Modification / Amendment / Supplement to RFB

The Boards may modify, amend, or supplement this RFB at any time during the bidding process.

Modification(s), amendment(s), and/or supplement(s) to this RFB will only be by written addendum issued by the Board.

The Boards will furnish modification(s), amendment(s), and/or supplement(s) to all prospective bidders who have requested and received a copy of this RFB. Should the Boards issue a modification, amendment, and/or supplement, the submission deadline, at the discretion of the Boards, may be extended, if appropriate, to accommodate changes in bid content.

5.5 Ownership of Submitted Materials

All documents and materials submitted to and accepted by the Boards in response to this RFB shall become the property of the Boards and will be retained and maintained by the Boards in accordance with the Ohio Records Retention Act and the Ohio Public Records Act. All submitted documents and materials, including the contents of the bid, may be subject to release/disclosure pursuant to the Ohio Public Records Act (Ohio Revised Code § 149.43).

5.6 Costs of Submission

Bidders are responsible for any and all costs associated with submitting a bid. The Boards are not liable for any costs incurred by Bidders in replying to this joint RFB.

Section 6 – Specifications

6.1 Introduction

The Boards seek to enter into a Contract for the collection and delivery for processing or disposal of solid wastes, recyclable materials, and yard wastes for residential users within the collective unincorporated areas of Berkshire Township, Berlin Township and Delaware Township located in Delaware County, Ohio.

6.2 Intent

It is the intent of these Specifications and all materials contained in this RFB to describe and govern the conditions under which work on the Contract described herein shall be conducted and the Contract performed.

6.3 Incorporation of Legal Notice

The Legal Notice to Bidders attached hereto, as advertised by the Boards in a newspaper of general circulation within the Townships, together with all items within this joint RFB, shall be a part of the Specifications for the work to be performed under this Contract and are incorporated herein by reference and/or attachment.

6.4 Scope of Project

Subject to those exceptions permitted in Section 6.35, the Contractor shall furnish all equipment, vehicles, labor, and materials necessary to provide curbside refuse and garbage collection, including yard waste and bulk materials, together with those recycling services provided in Section 6.43 of these Specifications, to all single family and multi-family dwelling structures that utilize curbside pick-up within the unincorporated areas of the Townships on a regular weekly basis.

The awarded contract shall be for services to Residents of the herein specified households within the unincorporated area of the Townships, and will not cover collection of garbage, rubbish, trash, or refuse from any other type of household, or commercial or industrial establishments. The successful bidder may contract privately with such other households, or commercial or industrial establishments, but such services shall not be a part of this contract.

Contractor shall bill directly to the consumer for said services. Contractor shall also provide service to all Township-owned buildings, lands, parks, facilities, and other public places free of charge to the Townships. A list of the Township Facilities is listed in Section 6.40.C.

6.5 Term of Contract

The term of the Contract shall be for three (3) years, extending from February 1, 2025 through

January 31, 2028.

6.5.A. Extension

There shall be potential for an one extension of the Contract for a period of one (1) to three (3) additional years, upon mutual agreement of the Parties.

6.5.B Cancellation

The Boards shall have the right to collectively cancel the Contract without any further liability or obligation, at any time, with or without cause, provided that the Boards give the Contractor prior written notice of their intent to cancel at least thirty (30) days before cancellation.

6.6 Committee for Review

The Boards of Trustees, and/or their designees, will form the Committee for Review. Following the submission of bids, the Committee will submit the mutually agreed final recommendation to both Boards for review and evaluation.

6.7 Experience Requirements

The Townships will accept bids only from those persons, firms, or corporations actively engaged, prior to time of bid, in the collection and delivery for processing or disposal of residential solid waste, recyclable materials, and yard waste within Delaware County, or contiguous counties, for a period of three (3) years prior to the time of bid.

Bidder shall not have failed to fully fulfill any contract with any other government or private entity or agency or falsified any documentation or bid security to any government or private entity or agency. Discovery of either of the above shall be sole and sufficient cause to reject a bid or, if the Contract has been executed, the Boards may terminate the Contract. Under such circumstances, the Boards reserve any and all rights and remedies as it may have to recover for damages at law or in equity.

The Bidder shall have a high degree of ethics and integrity. The Boards collectively reserve the right to investigate any bidder to ensure its ethics and integrity.

6.8 Local Conditions

Prospective Bidders shall become familiar with the instructions and requirements set forth in the RFB, and with the project vicinity, speed limits, posted bridges, and traffic directions, all of which are to be obeyed. Bidders are cautioned to examine carefully all conditions affecting the collection, transportation, and disposal of garbage and refuse in the unincorporated areas of the Townships, and to make all necessary investigations to acquaint themselves with the quantity and character of refuse to be handled under this Contract. The Boards do not attempt to advise Bidders as to any of these conditions.

6.9 Interpretations of RFB

If any person, firm, or corporation contemplating the submission of a proposal for this Contract is in doubt as to the true meaning of any part of this RFB, he or she may submit to the Boards a written request for an interpretation thereof. The person, firm or corporation submitting the request shall be responsible for its prompt delivery. Interpretations will be made only by a Memorandum duly issued by the Boards and a copy of such Memorandum will be mailed or delivered to each person securing this RFB, provided that a sufficient period of time is available for the issuance and the delivery of such Memorandum prior to the receipt of bids. The Boards will not be responsible for any other explanations of this RFB made prior to the receipt of bids.

6.10 Description of Services

The Contractor shall provide unlimited curbside refuse and garbage collection, including yard waste and bulk materials, together with those recycling services specified in Section 6.42 of this RFB, to all single family and multi-family dwelling structures that utilize curbside pick-up within the unincorporated areas of the Townships. The Contractor must specify in its bid the proposed days and times for regular collection and pickup in each Township, including holiday schedules, subject to mutual approval by the Boards. This Contract is being entered into pursuant to Section 505.27 of the Ohio Revised Code, and the Contract will provide that the Contractor is the exclusive provider for the Townships of the solid waste collection services described in this RFB.

6.11 Bid Proposal Form

Bidders shall use the Bid Proposal Form provided by the Boards, with all blank spaces completed, which is attached hereto and incorporated herein.

6.11.A Signatures

Each bid shall contain the full name of the person, firm, or corporation submitting the bid, and shall be signed by that person, or by an authorized representative of the firm or corporation.

6.11.B Address

Each bid proposal shall be enclosed in a sealed opaque envelope addressed and submitted to: Jeff Jordan, Berlin Township Fiscal Officer, 3271 Cheshire Road, Delaware, Ohio 43015.

6.11.C Label

Each bid proposal shall be clearly marked on the outside of the envelope: "Solid Waste Bid."

6.12 Bid Price

Each Bidder must submit a bid price for the provision of services as described in Section 6.39 of this RFB. Each bid price shall be calculated on a Total Unit Cost (per Subscriber, per month), which reflects the cost of disposal at any legal site (see Sections 6.29 and 6.47). Bids specifying a particular disposal site as a limitation will not be accepted. Each bid shall include the cost of all labor and materials (including equipment and supplies) necessary to complete the work set forth in this joint RFB. The Bidder may not include or charge setup fees to establish new accounts for Subscribers or any other additional fees.

6.12.A Recycling Program

Each Bidder shall include within each bid price the cost of the services reflected in the Recycling Program set forth in Sections 6.39.G and 6.42 of these Specifications.

6.12.B Billing and Collecting Services

Each Bidder shall include within each bid price the cost of billing and collection services and the cost of uncollected accounts per Section 6.25 of these Specifications.

6.12.C Garage-Side Service

Each Bidder shall include within the bid price the cost of garage-side service for physically impaired Householders per Section 6.39.D of these Specifications.

6.12.D Optional Items

Each Bidder may submit a price for optional items, including, but not limited to, 1) weekly recycling pick-up for the entirety of a township; 2) removal of chlorofluorocarbons (“CFC’s”) from appliances placed for collection without prior removal of the CFC’s which they contain, and 3) provision of additional wheeled trash and recycling containers. Such prices for optional items shall not control the award of the bid, but may be considered by the Boards in the award.

6.12.E Yard Waste

Each bidder shall include within each bid price the cost of collecting yard waste together with solid waste as a combined disposable load.

6.13 Statement of Qualifications

Each bid proposal shall be accompanied by a complete Statement of Qualifications set forth on

the form which is attached hereto and incorporated herein. The Bidder shall show on the Statement of Qualifications information, including not less than the following:

(a) The character of previous work performed, along with references, and other detailed information which will enable the Boards to determine responsibility, experience, and skill. For each previous contract for collection of garbage, refuse, and recyclables, the Bidder must furnish the following information: service area; local contact (with telephone number); description of service; annual contract amount; and kind and number of units serviced (e.g. Residential, Commercial, etc.);

(b) The number of packer-type vehicles and recycling vehicles available and assigned to collection within each Township under the bid, including model type and year;

(c) The total number of vehicles located within Delaware County and adjoining counties which are owned by the Bidder and which would be available in the event of an emergency to assist in collection; and

(d) The submittal to the Boards of the latest financial statement of the Bidder either within the Statement of Qualifications or by direct presentation to the Boards. If the latter option is chosen, the financial statement shall be presented to the Boards or their representatives (either individually or collectively as a group) for review in face-to-face meeting(s), with the proviso that it shall be returned to the Bidder upon completion of the review meeting(s) and not left with the Townships. The Boards do not represent or warrant that any such document will not be a public record subject to disclosure and each Bidder shall consult with its legal counsel to assure itself as to any concerns in such regard. Each Bidder shall indicate its chosen manner of submittal on the Bid Proposal Form.

6.14 Investigation

The Boards may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Boards all such information and data for this purpose as the Boards may request. The Boards collectively reserve the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Boards that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

6.15 Bid Security/Bond

Each bid proposal shall be accompanied by security furnished by the Bidder in accordance with Sections 307.88 and 153.54 *et seq.* of the Ohio Revised Code. Security shall be in the form of either a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association. Security shall be in the amount of fifteen thousand dollars (\$15,000.00), conditioned that the Bidder, if the Bidder's bid is accepted, shall execute a contract in conformity with the invitation (RFB) and the bid. Security issued in bond form shall be substantially in the form provided in Section 153.571 of the Ohio Revised Code (See form provided or a standard bond form in accordance with O.R.C. Section 153.571 is acceptable). Security issued in bond

form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. All security shall be made in favor of and made payable to the three (3) Boards – Berkshire Township Board of Trustees, Berlin Township Board of Trustees, and Delaware Township Board of Trustees, Delaware County, Ohio.

6.16 Performance Bond

As a condition of entering the Contract, the successful Bidder shall be required to furnish a performance bond in favor of the Boards in accordance with Section 153.54 *et seq.* of the Ohio Revised Code. The performance bond shall be in the form of a bond in the full amount of one hundred percent (100%) of the total of the price bid. The total price of the bid for performance bond purposes will be based on the estimated quarterly price for refuse, garbage, and yard waste collection with recycling among both (2) Townships. This estimate should be the quarterly bid price per household multiplied by the number of estimated households in the Townships. (See Section 6.36 of the RFB for estimated number of households). Said performance bond shall be in the names of and made payable to the three (3) Boards – Berkshire Township Board of Trustees, Berlin Township Board of Trustees, and Delaware Township Board of Trustees, Delaware County, Ohio.

6.16.A Guarantee

Said performance bond shall guarantee that the successful Bidder will enter into a contract, at the prices set forth in its bid proposal, within ten (10) days after notice of bid acceptance, and deliver the required performance bond to the Boards within such time.

6.16.B Timing

The successful Bidder shall furnish said performance bond within ten (10) days after the notice of acceptance of proposal to ensure faithful performance of all things to be done under the Contract. The performance bond shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

6.16.C Failure to Enter Contract or Furnish Performance Bond

If the successful Bidder fails to enter into a contract within ten (10) days, or fails to deliver the required performance bond within such period, the Bidder and/or the surety on the Bidder's performance bond shall be liable to the Boards for the amount of the performance bond, which shall be forfeited as damages for failure to perform.

6.16.D Duration

The performance bond shall continue in effect during the term of this Contract and any extensions to this Contract. The performance bond may have an annual renewable term. However, if a performance bond with an annual renewable term is utilized, the replacement bond shall be delivered to Jeff Jordan at the Berlin Township Offices no later than one hundred twenty (120) days prior to expiration of the current bond.

6.16.E Surety Coverage

The surety company providing the performance bond shall have a minimum policy holder's rating of A- and a minimum financial rating of VI and in all other respects be acceptable to the Boards. Attorneys-in-fact who sign performance bonds must file a certified and effectively dated copy of their power of attorney, together with a copy of the Certificate of Authority issued by the Ohio Department of Insurance authorizing the surety company to engage in such business in the State of Ohio.

6.17 Non-Collusion Affidavit

Each bid proposal shall be accompanied by a notarized and fully executed Non-Collusion Affidavit in the form attached hereto and incorporated herein.

6.18 Personal Property Tax Affidavit

Each bid proposal shall be accompanied by a notarized Affidavit which attests that the Bidder is not charged with any delinquent personal property taxes on the general tax list of the personal property of Delaware County, Ohio or that the Bidder is charged with delinquent personal property taxes on any such tax list, setting forth the amount of such due and unpaid taxes and any due and unpaid penalties and interest thereon.

6.19 Equal Opportunity Employer

Each bidder shall be an equal opportunity employer. Each bid proposal shall thus be accompanied by an Affidavit which attests that the Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sexual orientation, or physical or mental handicap. Said Affidavit is included in the form attached hereto and incorporated herein.

6.20 Completed Forms

Each bidder must complete and submit all applicable affidavits and forms included in this RFB. The failure of a bidder to submit fully executed copies of all applicable documents shall be grounds for rejection of the bid proposal.

6.21 Taxes

The Townships are generally exempt from State and Federal 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 Township. The Boards shall, upon request, supply the Contractor with any required proof of such exemption. Should the Townships be subject to any taxes, the Contractor will include all applicable taxes in bid prices

less all discounts and refunds.

6.22 Clerical Mistakes in Bid

In the case of a price bid being substantially lower than other bids as the result of a mathematical or clerical mistake by a bidder in preparing its bid proposal, as opposed to a judgment mistake, the Townships may, prior to award of bid, reject such a proposal upon presentation of a petition from the Bidder accompanied by a sworn affidavit of error setting forth the error, the cause thereof, and sufficient evidence to substantiate the same as a mathematical or clerical mistake and not a mistake of judgment. The petition must be made in writing and filed with Jeff Jordan at 3271 Cheshire Road, Delaware, Ohio 43015 within two (2) business days after the bid opening.

6.23 Bid Opening

The bids shall be opened at the time and place named in the advertised Legal Notice to Bidders unless extended by the Boards or unless, within ninety-six (96) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays, any modification of the contents of the RFB is issued and mailed or otherwise furnished to persons who have obtained the RFB, in which case the time for opening of bids shall be extended one (1) week, with no further advertising of bids required. Extensions by the Boards shall occur by resolution passed prior to the time named for bid opening in the advertised Legal Notice to Bidders, or prior to the time named in the last prior extension resolution, and may be for such period(s) as determined by the Boards with no further advertising of bids required.

6.23.A Validity of Bid

All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

6.24 Selection of Bid

The Boards collectively reserve the right to select the Bidder deemed to have submitted the lowest and best bid, as determined solely by the Boards and/or their representative(s); to reject any and/or all bids, or any portion of any and/or all bids; to waive informalities or irregularities that do not affect the substance of the Specifications and contents of the RFB; and to award a contract in the manner deemed to be in the best interest of the Townships.

6.25 Method of Compensation

The selected Contractor shall receive payment by directly billing serviced residential units on a quarterly basis, per the rates quoted, in advance. Upon request, a list of residential units serviced, with names and mailing addresses, will be provided by the Contractor to the Boards at the time of each billing.

6.25.A Unit Prices

The unit prices bid for the full three (3) year term of the Contract for each item shall include all labor, material, vehicle, equipment, fees, permits, disposal charges, and all other incidentals necessary to provide the required services in every and all respects.

6.25.B Modification of Rates

The Contract shall not modify rates during the three (3) year Contract period for any reason, with the exception of governmentally mandated fees or costs which may be passed on to the customer. The bid price may be renegotiated for the optional extension for a period of one (1) to three (3) years.

6.25.C Termination and Set Up

The residential unit Subscriber shall directly notify the Contractor of the need for service termination. The Contractor shall, at its discretion, send a “final bill” for services rendered at the residential unit to the current account holder.

New residential unit subscribers shall directly notify the Contractor of their move-in date, name, address, and contact telephone number.

The Boards will provide area realtors, developers, Township employees, and the local Boards of Education with educational material pertaining to the logistics of the Boards’ Waste and Recycling Program, thereby assisting residential unit subscribers with the termination or set up of solid waste, yard waste, and recycling collection service.

6.26 Contractor’s Responsibility for Bad Debt

The Contractor shall provide continuous, non-stop service to all delinquent and/or past due residential unit accounts until Contractor provides thirty (30) days’ written notice to the delinquent Householder, after which time service may be terminated for non-payment of past-due accounts. The Contractor shall be responsible for holding and collection of delinquent accounts as an uncollected accounts receivable. The Contractor shall endeavor to collect unpaid or past due accounts according to their established standard payment collection procedure. Neither the Boards nor the Townships shall be responsible for any debts that remain uncollected from Subscribers, for any expenses incurred by the Contractor in servicing such residential units, or pursuing collection of such delinquent amounts, or for any other claim by Contractor based upon such service(s) and non-payment(s).

6.27 Discount

Persons sixty-two (62) years of age and older who are the head of household of a residential unit shall receive a discount of ten percent (10%) off the total price of collection services.

6.28 Temporary Suspension

Any Householder may temporarily suspend services upon request. Such temporary suspension of services shall occur only upon the Contractor receiving a request for a temporary suspension of services from the responsible Householder. Such temporary suspension of services shall be for a minimum period of one (1) month. There shall be no maximum time limit on the temporary suspension of service. This provision shall not apply to a Householder requesting a temporary suspension of services for a period of time less than one (1) month.

6.29 Disposal Sites

All refuse must be disposed of at a site approved by the Delaware/Knox/Marion/Morrow Solid Waste Management District (DKMM). A list of approved sites is available from DKMM upon request.

6.30 Findings for Recovery

The successful Bidder must warrant that it does not have and/or is not subject to any findings for recovery with the State of Ohio, in accordance with Section 9.24 of the Ohio Revised Code.

6.31 Non-Assignment

The selected Contractor cannot assign this Contract without the prior and collective consent of the Boards.

6.32 Private Access Roads

Berkshire Township: Township residents located on private access roads may be included in this Contract at the same rate, upon request.

Berlin Township: Township residents located on private access roads may be included in this Contract at the same rate, upon request.

Delaware Township: Township residents located on private access roads may be included in this Contract at the same rate, upon request.

6.33 Informational Public Meeting

The selected Contractor shall be required to coordinate, hold, and conduct an informational public meeting in each Township on service transition and establishing accounts for Householders requiring service. Dates, times, and locations for the three (3) individual meetings will be determined upon mutual agreement of the Bidder and each Township. The Townships agree to provide use of the respective Township Halls for such meetings without charge.

6.34 Exceptions to Specifications

The purpose of these Specifications is not to exclude any vendor, but to establish a standard of performance. Deviations from the Specifications, except in minor respects, shall be cause for rejection of the entire bid.

Bidders must indicate exceptions to or deviations from the Specifications, if any, on the page entitled "Exceptions" (See Appendix A). If additional space is needed to explain the exceptions or deviations, additional 8 ½ x 11 sheets of white paper may be attached to the bid for this purpose.

Exceptions and deviations shall be described in full detail. Exceptions or deviations shall reference the paragraph and page of these Specifications where the excepted specification appears. Drawings, photographs, and technical information about the exception or deviation and any substituted service shall be included with the bid.

The exceptions and deviations will be considered as a part of the evaluations of the bids. Decisions concerning exceptions are within the sole discretion of the Boards and shall be final.

Bids taking total or near-total exception to these Specifications will not be accepted.

6.35 Workmanship

All work performed by the Contractor, Subcontractors, or any of their agents or employees, in connection with this Contract, shall be done in a competent and workmanlike manner. All work performed by the Contractor, Subcontractors, or any of their agents or employees, in connection with this Contract, shall comply with all Township, County, State and Federal health and safety regulations as are applicable within the boundaries of the unincorporated areas of the Townships. Contractor shall comply with all federal and state laws in the performance of this Contract.

6.36 Collection Area; Number of Households to be Served

The areas to be served under this contract are the entire unincorporated areas of the Townships. According to the Delaware County Regional Planning Commission ("DCRPC"), there are an estimated Five Thousand Eight Hundred (5,800) single-family and multi-family dwelling structures existing within the unincorporated areas of the three (3) Townships. This count is presented by the Boards as a general indication of the scope of the Contract, and it is submitted in good faith upon the basis of information available to the Boards. The Boards make no representation as to the reliability of this number, no guarantee of such number is made by Boards, and the Boards shall not be liable upon any basis if such estimate proves inaccurate. However, the bid price computation for the services to be rendered under this Contract should be based on this estimate. Bidder is responsible for verifying the estimated number of households to be serviced.

6.37 Collection Rights

Pursuant to Section 505.27 of the Ohio Revised Code, and except as otherwise provided in this RFB, the Contractor shall be the exclusive provider for the unincorporated areas of the

Townships of the services described in this RFB and rendered under this Contract. No person, firm, or corporation, other than the Contractor authorized by the Boards, shall provide such services, and the Boards will cooperate with the Contractor in reasonable efforts to enforce this provision.

6.37.A Exclusive Right

The Contractor shall be granted the exclusive right, by lawful contract, to undertake the collection and disposal described in Section 6.10 of these Specifications.

6.37.B Covered Homeowners

All Householders in the Townships who use a curbside trash hauler shall utilize the service of the Contractor for the collection and disposal of garbage and refuse, including recyclables. Householders with another legal means of disposing their waste, *i.e.* other than by way of curbside pick-up, are not required to use the Contractor.

6.37.C Restrictions

No Householder covered under the Contract shall employ any individual or firm other than the Contractor to collect, transport, or dispose of garbage or refuse, including recyclables, and no firm, hauler, or person other than the Contractor shall provide services as outlined in this RFB to Householders within the Townships (See Section 505.27 of the Ohio Revised Code). Any firm, hauler, or other person, other than the Contractor, that provides collection, transportation, and/or disposal of garbage or refuse, including recyclables as outlined in this RFB to covered Householders within the Townships shall be subject to the penalties provided in Section 505.27(A)(2)(b) of the Ohio Revised Code.

6.38 Collection Times

The frequency of collection shall be once each week for each household. Collections shall occur on days mutually agreed upon by each Township and the Contractor. Collections shall begin no earlier than 6:00 a.m. local time and end no later than 8:00 p.m. local time. No collections are permitted on Friday.

6.38.A Collection Changes

The Contractor shall not change the day of collection for any household without providing notice to, and receiving the advance approval of, the respective Board(s). If the Board(s) grant approval, a minimum of two (2) week notice to the Householder is required prior to the actual change.

If a day of collection is changed, it shall be the responsibility of the Contractor to provide

an advance written notice to each affected household.

6.38.B Postponing Collection

Collection shall never be postponed longer than two (2) working days following the regular day of collection.

6.38.C Holidays

The Contractor shall observe the following holidays, if such dates, or their legal observances by the State of Ohio, fall on the day assigned for collection: Labor Day – First Monday of September; Memorial Day – Last Monday of May; New Year's Day - January 1; Independence Day - July 4; Thanksgiving Day - Last Thursday of November; and Christmas Day - December 25. Collection not made on said holidays shall be made on the next work day. A notice shall be sent annually by the Contractor to each household with holiday collection dates. The advance quarterly billing issued by the Contractor to the Subscribers shall contain a reminder of the altered collection schedule as to holidays occurring in that quarter.

6.39 Collection Conditions

Within ten (10) working days after execution of a Contract with the Boards, the Contractor shall furnish the Boards with a final schedule for the collection of refuse and garbage, subsequent to the award of the Contract.

The Contractor shall also publish this schedule in a newspaper of general circulation in the Townships and distribute it to each Householder/Subscriber by direct mail or by door hangers. Additionally, the schedule shall be displayed in a conspicuous place in each Township Hall for the convenience of Residents. The Contractor shall compile all of the conditions of this Contract to Subscribers, along with schedules, recycling information, and all other information pertinent to the Subscriber, in the form of a brochure or information sheet, which should be sent to each existing household and to all new Subscribers at the onset of service. In addition, the Contractor will conduct an informational meeting in each Township open to the public for Residents/Subscribers on service transition and establishing accounts for Householders requiring service.

Any delay or deviation from the published schedule shall be immediately reported to the Boards and/or their appointed representatives.

6.39.A Unlimited Quantity With Advance Notice

If the volume of waste exceeds the capacity of the Subscriber's collection container, or if the Subscriber has large items that do not fit in the collection container (such as furniture), the Subscriber may place these excess items on the curb on their regularly scheduled pick-up day with twenty-four hour advance notice to the Contractor.

6.39.B Scope of Collection

The Contractor shall provide curbside refuse and garbage collection, including yard waste and bulk materials, to all single family and multi-family dwelling structures that dispose of such materials through curbside pick-up within the unincorporated area of the Township on a regular weekly basis. Contractor shall provide curbside recycling collection, as specified in Section 6.42 of these Specifications, to the same dwelling structures on a bi-weekly basis. This RFB does not limit or prevent Subscribers from having yard waste removed through other means, such as by a landscaping company or a tree removal service.

6.39.C Free Township Service

The Contractor will provide garbage and recycling services, including dumpsters, without any charge, to all Township buildings and parks, including:

Berkshire Township: Berkshire Township Hall and Offices
1454 Rome Corners Road
Galena, Ohio 43021

Berlin Township: Berlin Township Hall and Offices
3271 Cheshire Road
Delaware, Ohio 43015

Berlin Township Fire Station 390
2708 Lackey Old State
Delaware, Ohio 43015

Delaware Township: Delaware Township Hall
2590 Liberty Road
Delaware, Ohio 43015

All of these containers shall be emptied weekly or more often as necessary.

6.39.D Garage-Side Service

In cases where physical impairment of a Householder is established by a physician, garage-side pickup shall be performed by the Contractor at the established rate of curbside service. Garage-side pickup means the Contractor shall collect all refuse and garbage, including yard waste, bulk materials, and recyclables, at a location other than at the curbside which is mutually agreed upon by the disabled Householder and the Contractor.

6.39.E Commercial Refuse

Refuse of a commercial nature, such as automobile or truck parts, tree trunks and construction materials, such as broken concrete, shall not be picked up under the Contract. Collection of significant quantities of commercial refuse shall be classified as "extra service," and may be handled by the Contractor at additional rates specified by the Contractor, with payment made by the Subscriber directly to the Contractor. Such services shall not be a part of the exclusive Contract between the Boards and Contractor. Volumes of construction materials, in other than household quantities, shall be subject to additional charge upon the approval of the township liaison designated by the Boards. Such services may be handled by the Contractor at additional rates specified by the Contractor, with payment made by the Subscriber directly to the Contractor. Such services shall not be a part of the exclusive Contract between the Boards and Contractor. A Householder with excessive construction materials or refuse of a commercial nature may contract with either the Contractor or another waste hauler of his or her choosing.

6.39.F Bulk Material

Limited bulk material that does not fit into the Subscriber's collection bin may be set out on the curb for pick-up with twenty-four (24) hour advance notice to the Contractor. Limited quantities of bulk material such as boards, fencing, paneling, and carpeting, shall be cut into four foot (4') lengths and tied in eighteen inch (18") bundles, weighing not more than fifty (50) pounds. All other bulk material shall be picked up in one piece.

6.39.G Recyclables

Recyclables shall be separately picked up on the regular collection day on a bi-weekly basis. Each bid shall state pricing reflecting the separate collection of recyclables on a bi-weekly basis, but shall include an individual township option of weekly pick-up at a separate rate. Bidders shall use the Bid Proposal Form provided by the Board, which is attached hereto and incorporated herein.

6.39.H Loose Material

Loose material (rocks, bricks, blocks, dirt, sand, cement, etc.) in limited amounts must be bagged, boxed, and placed in the Subscribers' collection bin, and is also subject to the weight restrictions in Section 6.39.F.

6.39.I Items Not Included

The Contractor shall not be required to collect animal waste or disposable diapers unless they are wrapped in moisture-proof material and are undetectable by odor.

Additionally, the Contractor shall not be required to collect garbage or refuse from

residential structures that do not utilize curbside pick-up, including apartments, condos, commercial buildings, or industrial establishments. The Contractor may contract privately with such other entities, but such services shall not be a part of this Contract.

6.39.J Notice of Uncollected Items

"Notice of Uncollected Refuse or Garbage" cards will be provided by the Contractor to advise customers who have not complied with required rules and regulations. Copies or stubs of such cards shall be kept on file by the Contractor for a period of six (6) months.

6.39.K Collection Containers

Contractor shall provide one (1) 95-gallon wheeled waste container, and one (1) 65-gallon wheeled recycle container, free-of-charge for all Subscribers as part of their bid. The preference would be for larger sized containers allowing for collection of items without overfilling prior to pick-up.

All collection containers shall be returned to the location from which they were removed, erect and **with lids in place**. **All wheeled totes supplied by the Contractor must have lids, and their lids returned in the closed position after collection.** The Contractor shall immediately pick up or sweep up any materials that the Contractor spills during collection. The Contractor is also responsible for cleanup of all hydraulic or other fluids that escape from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no event later than eight (8) hours after commencement of collection pickup, or the end of the collection day, whichever comes first. In the event the Contractor fails to adequately perform a cleanup required pursuant to this Section, the Boards shall have the right, but not the obligation, to perform such services using Township employees and to recover the cost thereof pursuant to Section 6.46.F of this RFB. In no event shall the Contractor require, endorse, or suggest that a Subscriber place collection containers on a paved roadway surface to await collection.

6.39.L White Goods

The Contractor shall not be required to pick up White Goods containing Chlorofluorocarbons (CFC's) unless they display satisfactory evidence of CFC removal by a certified technician. If an appliance containing chlorofluorocarbons (CFC's) is placed for collection without certification of proper CFC removal attached, the Contractor shall notify the Householder that CFC removal is required before disposal. If the Householder elects to use Contractor for such service, the Contractor shall arrange for the proper removal of all CFC's from such appliances in compliance with all applicable laws and regulations. In such event, if the Contractor has submitted a price for CFC removal pursuant to Section 6.12.D, the Contractor shall charge the Householder the not-to-exceed price for removal of all CFC's included in the Bid Proposal.

6.40 Subscriber Collection Containers

Subscribers may set-out unlimited amounts of refuse for curbside pick-up with at least twenty-four (24) hour advance notice to the Contractor. If Subscriber's refuse does not fit in the Contractor-provided collection bin, the Subscriber may supply an alternative container under the following guidelines: Sealed plastic bags (designed as refuse or garbage containers) of sufficient strength to hold the contents [which shall not exceed fifty (50) pounds], sealed paper bags (designed as refuse or garbage containers or yard waste containers) of sufficient strength to hold the contents [which shall not exceed fifty (50) pounds], and metal or plastic cans or barrels [with handle(s)], shall be considered authorized containers for garbage or refuse. Such containers shall be supplied by the Subscribers. Alternate wheeled containers, approved by the Boards, must be made available by the Contractor for an additional charge (rental), at the option of the Subscriber.

Cardboard boxes will be acceptable containers for bulky or loose materials other than garbage; however, the Contractor may refuse to accept such boxes if they are overloaded or become wet.

The Contractor shall tag all containers which are unauthorized or unserviceable, and which do not have serviceable handle(s) for lifting and carrying, which have holes in the bottom, or which are otherwise not suitable for use. Such tags shall advise the Subscriber of the reason why the container may not be used.

The Contractor shall not be held responsible for plastic cans of insufficient strength which may crack from exposure to freezing temperatures.

6.41 Collection Vehicles

The Contractor shall use enclosed, leak-proof, packer-type truck bodies. All vehicles shall be kept in good and efficient working order to ensure proper and efficient service to the Townships. Refuse, but not garbage, may be picked up by other types of equipment, provided they shall be kept neat and covered, if appropriate, so as not to scatter or litter within the limits of the Townships.

All vehicles shall be clearly and visibly marked on each side with the name and telephone number of the Contractor. All equipment shall be maintained in good condition and washed and painted uniformly.

6.42 Recycling Program

Recyclables shall be collected on a bi-weekly basis at the curbside for each household and during the time period specified in Section 6.38. Recyclables shall be picked up on the same collection day as other trash for the affected household.

The bid price on the Bid Proposal Form in the Appendix is for bi-weekly collection of recyclables. Contractor shall also submit a price for the optional collection of recyclables on a weekly basis. If a Township chooses the weekly option, the entire Township will be included. For example, if one of the three Townships chooses weekly recycling, the optional price quoted in the Bid Proposal Form will take effect for every Subscriber in that Township, while the other

two Townships will remain at bi-weekly recycling pick-up at the cost quoted in the Bid Proposal Form.

The Contractor shall be responsible for the collection, separation, transportation, and disposal of the recyclables, by delivering them to an authorized place that will accept them for recycling.

6.42.A Reports

The Contractor shall submit quarterly reports to the Boards indicating the amount of placement of various types of recyclable materials into the secondary materials market. These reports must include specific information on overall recycling tonnage; tonnage per household and which facilities were used to place the recyclables. Only if there is no possible recycling placement of such separated items will the Contractor be allowed to simply landfill the recyclables and consideration shall be given by the Boards to the deletion of such items from the list of recyclables.

6.42.B Containers

Upon the request of the Subscriber, and at no additional charge to the Subscriber, the Contractor shall purchase and provide up to two (2) eighteen (18) gallon recycling containers for each Subscriber. The specific design and color of such recycling containers shall be agreed upon between the Boards and the Contractor following award of the Contract. Contractor shall replace any damaged recycling containers at no additional charge to the Subscriber. Wheeled totes measuring sixty-five (65) gallons to be used for recycling shall be quoted as an optional item.

6.42.C Profits

The Contractor shall retain any and all profits from the sale of recyclable items.

6.42.D Specifications

All conditions, restrictions, and limitations otherwise set forth in these Specifications shall apply to this Recycling Program.

6.43 Disposal

The Contractor is solely responsible for the disposal of all refuse and garbage, including recyclables and yard waste, collected pursuant to this Contract at a fully licensed landfill or other approved facility. All refuse and garbage, including recyclables and yard waste, collected within the Townships shall be legally disposed of by the Contractor outside the limits of the Townships, and pursuant to any limitations set forth within these Specifications and as required by law. The Contractor shall be responsible for all charges incurred in the disposal of the refuse and garbage, recyclables, and yard waste.

6.44 Insurance and Indemnification

The Contractor shall secure, pay for, and maintain until completion of the Contract (including any extension) such insurance and shall indemnify the Townships and the Boards as provided in Sections 9.4 and 9.5 of this RFB.

6.45 Strike or Failure to Perform

A strike or other work stoppage will not relieve the Contractor from any of the obligations imposed by the Contract herein. In the event of a strike by, or which affects, the employees of the Contractor, the Boards may, but are not obligated to, make arrangements for immediate collection and disposition of residential refuse and garbage (including recyclables and yard waste) for all single family and multi-family dwelling structures within the Townships served by this Contract, and the Contractor shall be responsible for any costs incurred by the Boards for this collection.

Failure of the Contractor for any reason to perform according to the conditions of this Contract, including manpower shortages, shall also provide Boards the authority to make arrangements for immediate collection and disposition of residential refuse and garbage (including recyclables and yard waste) for all single family and multi-family dwelling structures within the Townships served by this Contract, and the Contractor shall be responsible for any costs incurred by the Boards for this collection, including reimbursing the Township for the labor costs of Township employees and officials.

As provided in Section 6.16.E, the Contract performance bond shall be available for such purposes, but the Contractor's liability under this Section shall not be limited to the amount of the Contract performance bond, and the Contractor shall be liable to the Township for any shortfall. Further, failure to perform, except in the case of a strike or force majeure (i.e. delays caused by reason of civil commotion, riots, acts of God such as floods, earthquakes, tornadoes, etc.); or any other circumstances beyond the control of the Contractor; shall be grounds for immediate termination of this Contract at the Boards' discretion.

6.46 Complaints; Liquidated Damages; Clean-Up Reimbursement

6.46.A Complaints

The Contractor shall be responsible for final resolution of Subscribers' complaints. Where complaints requiring the attention of the Contractor are received by the Boards, the Boards' appointed representative shall notify the Contractor of such complaints and may suggest remedies where the same are needed.

All complaints shall be given immediate and courteous attention. The Contractor shall respond by telephone to all complaints within twenty-four (24) hours of receipt of the complaint, unless the complaining individual fails to leave a telephone number at which they can be reached. When a complaint is received on Friday, or a day preceding a holiday, it shall be serviced on the same day if possible or on the next work day. In the case of missed scheduled collections, the Contractor shall investigate and arrange for

collection within twenty-four (24) hours (or the next work day) after the complaint is received. If collections are not made within twenty-four (24) hours (or the next work day), the Contractor shall give a credit for the collection on the bill(s) of the Householder(s) who did not receive timely service. Additionally, in the event of a justifiable repetitive complaint, the Boards, or their respective appointed representatives, may request restitution by the Contractor, to the Subscriber, for a specified amount deemed appropriate by the Boards in their sole and absolute discretion.

6.46.B Liquidated Damages

If the Contractor misses or fails to make a collection on the regularly scheduled day from any Subscriber(s) on the same street three (3) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, then the Boards may determine that a service violation has occurred and assess liquidated damages in an amount equal to the lesser of Fifty Dollars (\$50.00) per Subscriber household or Three Hundred Fifty Dollars (\$350.00) per street (no more than one (1) mile in length).

If recyclable materials that are not commingled with non-recyclable items are collected at the curb by a waste disposal vehicle rather than a dedicated recycling collection vehicle without prior approval of the Boards, the Boards may determine that a service violation has occurred and assess liquidated damages in an amount equal to the lesser of Twenty-five Dollars (\$25.00) per residential unit or Two Hundred Fifty Dollars (\$250.00) per street (no more than one (1) mile in length) per day.

The remedies available pursuant to this Section are in addition to any other remedies available to the Boards pursuant to this Contract, and the Boards' determination not to pursue any remedy in response to a failure to perform shall not constitute a waiver by the Board of the right to exercise any remedy in response to a subsequent failure to perform.

6.46.C Business Address

The Contractor shall have an established business address within sixty (60) miles of Berlin Township Hall (3271 Cheshire Road, Delaware, Ohio 43015) and maintain telephone facilities with a non-toll telephone number, which shall be staffed by a live operator on working days from at least 8:00 a.m. to 5:00 p.m., and be available during those times to receive any complaints regarding the Contractor's services to Subscribers. The Contractor shall have a supervisor on duty during days of collection who shall maintain cellular telephone service such that the supervisor can be reached by the Board at all times during the performance of the collection services. The Contractor shall also maintain an emergency contact number which is available twenty-four (24) hours per day, seven (7) days per week.

6.46.D Communication Equipment

In the interest of expediting the processing of Subscribers' complaints, establishing service to new Subscribers, and for other communications purposes, the Contractor shall

provide operating radios, radio-telephone receivers and transmission equipment, or cell phones in all operating collection vehicles regularly used for collection in the Townships.

6.46.E Records of Complaints

The Contractor shall supply the Boards, four (4) times per year, with copies of all complaints within each respective Township and indicate the disposition of each complaint. Such records shall be available for inspection by the Boards at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved.

6.46.F Clean-Up Reimbursement

In the event the Boards perform cleanup services pursuant to Section 6.39.K herein, the Townships may recover the cost of such services at the rate of One Hundred Dollars (\$100.00) per service call, plus Fifty Dollars (\$50.00) per hour for services performed. The remedy available pursuant to this Section is in addition to any other remedies available to the Boards pursuant to this Contract, and the Boards’ determination not to pursue any remedy in response to a failure to perform shall not constitute a waiver by the Boards of the right to exercise any remedy in response to a subsequent failure to perform.

6.47 Compliance with DKMM Requirements / Reporting

The selected Contractor must comply with all requirements of the Delaware, Knox, Marion, Morrow Solid Waste District (“DKMM”), including any and all reporting requirements promulgated by DKMM. Contractor further agrees to use only those facilities, landfills, and transfer stations designated and approved by DKMM as “Designated Facilities.”

6.48 Joint Participation with Other Political Subdivisions

Pursuant to Ohio Revised Code Section 9.48, the Boards may permit one (1) or more other political subdivisions to participate in the Contract, and may charge a reasonable fee to cover any additional costs incurred as a result of their participation. The Contractor and any newly participating political subdivision(s) will execute agreement(s) with identical terms to the Contract provided in this RFB. The Contractor has the right to refuse the participation of any other political subdivisions.

6.49 Collection Day Preferences

To the extent possible, the Contractor shall attempt to provide collection in each Township under the following schedule:

Monday:	Delaware Township
Tuesday-Thursday:	Berlin Township
Thursday:	Berkshire Township

6.50 Financial Statements of Bidders

All submitted bids shall include the financial statements of the bidder/company for the past one (1) year. “Financial Statements” include the balance sheet, income statement, and cash flow statement.

Section 7 – Proposal Submission

In responding to this joint RFB, Bidders must comply with each of the format and submission requirements detailed in this section.

7.1 Number of Copies

Four (4) complete signed originals of the bid must be submitted;

7.2 Form of Bid Submission

Bids shall be submitted in substantially the following form:

- The bid shall be submitted in hard copy.
- The bid shall be submitted on forms contained in this RFB. The forms shall be fully completed in accordance with this RFB.
- The bid shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein, as well as the address, telephone number, email address, and other contact information for the person, party, or parties submitting the bid.
- The bid and all submitted documents shall be submitted with all blank spaces completed.
- Bids shall not contain any erasures or corrections. Bids containing erasures or corrections may be rejected unless the erasures or corrections are explained or noted over the signature of the Bidder.
- The bid shall be signed in ink by a person authorized to sign the bid on behalf of the person or principal submitting the bid. The signer shall be authorized to bind the Bidder.
- Bids shall include the information satisfying and/or addressing the Specifications contained in this RFB.
- Each bid shall contain the bid price as provided for in Section 6.12 of this RFB.

- The Bidder must complete and submit all affidavits and forms included in this RFB, including the following:
 - Fully executed and notarized Non-Collusion Affidavit;
 - Fully executed and notarized personal property tax affidavit (Not Delinquent or Delinquent as applicable);
 - If the Contractor is a corporation, a notarized and fully executed affidavit indicating that the person that signs the bid and the Contract is authorized to sign on behalf of the corporation and bind the corporation;
 - Fully executed Non-Discrimination Clause;
 -
 - Any other form required by this RFB.

All affidavits and forms referenced above are attached hereto and by this reference incorporated into this RFB and Contract.

- The Bidder must submit a completed W9 form.
- The bid shall be enclosed in a sealed opaque envelope addressed and submitted to:

Jeff Jordan, Berlin Township Fiscal Officer
3271 Cheshire Road
Delaware, Ohio 43015

- The outside of the envelope shall be clearly marked: “Solid Waste Bid.”

7.3 Bid Submission

Bids shall be submitted as follows:

- Bids will be received during standard business hours (8:00 a.m. to 4:00 p.m. Monday through Friday) beginning September 25, 2024 until 12:00 p.m. (noon) local time on October 16, 2024.
- Bids received after this time and date shall not be considered and will be returned unopened.
- Bids will be received at and shall be either mailed or delivered to:

Jeff Jordan, Berlin Township Fiscal Officer
3271 Cheshire Road
Delaware, Ohio 43015

- Mailed bids must be physically received by the Townships at or before 12:00 p.m. local time on October 16, 2024. Date mailed and postmarks will not be considered as the date received.
- Bidders are responsible for the timely submission of bids.

7.4 Bid Price

The bid price shall be as provided in Section 6.12 of this RFB.

7.5 Organization of Bid

Bids shall be organized in the following sections. The sequence of the sections shall be the same as the sequence of the sections in the list below.

A. Cover Letter

The cover letter shall meet the following requirements:

- Be in the form of a standard business letter.
- Contain a statement guaranteeing the validity of the bid for a period of no less than sixty (60) days after bid opening date although not accepted or rejected.
- Contain a statement certifying Bidder's compliance with the minimum Contractor qualifications as provided in this RFB.
- Be signed by an individual authorized to legally bind the Bidder.
- Contain the name, address, telephone number, facsimile number, and email address of:
 1. A contact person with authority to answer questions regarding the bid.
 2. A contact person to be notified regarding legal/contractual issues.

B. Bid Form

The fully completed Bid Form as contained in this RFB shall accompany this bid. Included on the bid form or, if necessary, on an attached 8 ½ x 11 sheet of white paper, shall be the following:

- Bidder contact information
- Bid price as provided in Section 6.12 of this RFB.
- History of the Bidder.
- As much detail as possible about the Bidder's capabilities.
- As much detail as possible about the Bidder's experience relating to the Specifications contained in this RFB.
- Bidders' qualifications and certifications.
- Three (3) non-Bidder/Contractor-owned or non-business partner customer references where the Bidder has provided similar Services.

C. "Exceptions" page (If Applicable)

D. RFB

A complete copy of the RFB with all blanks completed shall accompany the bid.

E. Forms

The following forms attached to and/or required by this RFB shall accompany the bid:

- Affidavit of Authority to Sign on Behalf of the Principal (“Contract Affidavit”);
- Non-Discrimination Form;
- Personal Property Tax Affidavit (No Tax Owed or Tax Owed);
- Non-Collusion Affidavit;
-
- Any other form required by this RFB.

All forms shall be fully completed. All above referenced affidavits and forms are attached to this RFB and by this reference incorporated into this RFB and the Contract.

F. Bid Security

As detailed in Section 6.15 of this RFB.

G. Required Documents

The following documents shall accompany the bid:

- Completed W-9;
- Proof of Insurance/Certificates of Insurance (worker’s compensation and insurance policies required by RFB);
- Any other documents required by this RFB (See Section 6).

All documents referenced above shall be furnished by the Bidder. By this reference the above documents are incorporated into this RFB and the Contract.

H. Additional Information

Any additional information or attachments pertinent to the Contractor’s bid not included under one of the required sections listed above.

7.6 Failure to Submit Required Documents

The failure of a Bidder to submit any information, affidavits, forms, or other documents required by this RFB and/or if any such affidavits, forms, or other documents are not fully completed, this may result in rejection of the entire bid.

Section 8 – Evaluation of Bids and Award

8.1 Committee for Review

The Boards or their designated representatives will form the Committee for Review. Following the submission of bids, the Committee will submit its mutually agreed final recommendation to the respective Boards for review and evaluation. The Boards will ultimately be responsible for selecting the winning bid.

8.2 Evaluation

Evaluation of responses to this RFB will consist of the following three (3) phases:

Phase I: Verification of compliance by a Bidder to the minimum technical requirements of the RFB.

Phase II: Evaluate the contents and merits of the bids.

Phase III: Selection by the Boards.

The Boards reserve the right to supplement or change the evaluation process or selection criteria.

8.2.A Phase I – Evaluation of Minimum Technical Requirements

The first phase of the evaluation process consists of a review of all bids received to ensure that each bid meets the minimum technical requirements contained in this RFB, including, but not limited to, those identified below:

1. The Bidder must submit four (4) complete signed originals of the bid by the bid submittal deadline.

2. The Bidder must sign the bid in accordance with this RFB.
3. The bid must include the documents, forms, and information as specified in this RFB and such documents, forms, and information must be completed.
4. The Bidder must comply with all other minimum technical requirements contained in this RFB.

Bids that have been determined not to have met one or more of the mandatory minimum technical requirements will be excluded from any further consideration.

8.2.B Phase II – Evaluation of Contents, Merits, and Requirements

The second phase of the evaluation process will only include those bids meeting the minimum technical requirements as provided in Section 8.2.A above (i.e. passing Phase I of the evaluation process). Such bids will be evaluated based on, but not limited to:

- The contents of the bid;
- The merits of the bid;
- The experience of the Bidder;
- Favorable references;
- The ability of the Bidder to provide the Services;
- The ability of the Bidder to act timely in providing the Services;
- The ability of the Bidder to comply with the requirements of the RFB; and
- The dollar amount of the bid.

Bidders submitting bids may be requested to make a presentation to the Boards to explain the bid and to answer any questions. These discussions will be with the Bidders deemed fully qualified and best suited among those submitting bids on the basis of the factors listed above.

Bids will be ranked according to the lowest and best. Based on such ranking, a recommendation will be made to the Boards.

8.2.C Phase III - Selection by Boards

The Boards shall award the Contract to the Bidder deemed to have submitted the lowest and best bid, as determined solely by the Boards and/or their representative(s). The Boards collectively reserve the right to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the Specifications and contents of the RFB, and to award a contract in the manner deemed to be in the best interest of the Boards, the Townships, and Delaware County, Ohio.

8.3 Award

The Contract will be awarded as follows:

- A. Except as otherwise provided in this RFB/Contract, ALL BIDS OPENED SHALL BE FINAL. There shall be no oral interpretations of Bid Proposals from the floor.
- B. Upon review of the bids, the Boards shall either: (a) reject any or all bids or any portion of any or all bids; or (b) award the Contract to the lowest and best Bidder as determined by the Boards and/or their representative(s). In making such determination, and in the event of a discrepancy, the correct total of the unit prices reflected on the Proposal shall govern over the total unit cost as stated by the bidder. Such contract shall be in writing. The Contract shall be in the form included in this RFB.
- C. The Boards reserve the right to select the Bidder deemed to be the lowest and best Bidder, as determined solely by the Boards, to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the Specifications and contents of the RFB, and to award the bid in the manner deemed to be in the best interest of the Townships.
- D. The Boards reserve the right to consider all elements entering into the question of determining the qualifications and responsibility of the Bidder, his or her agent(s), or representative(s). Any bid proposal which, in the judgment of the Boards, is incomplete, conditional, obscure, or which contains irregularities that affect the substance of the Specifications and contents of the RFB, may be rejected. The Boards reserve the right to reject any and all bid proposals, to waive irregularities that do not affect the substance of the Specifications, and to make the award in the best interests of the Townships.
- E. Upon execution of the Contract, the Boards shall return, in a timely manner, the bid security of all unsuccessful bidders. The Contractor's bid security will be returned upon execution of the Contract and delivery of the performance bond to the Boards.
- F. The Contract shall be in writing.
- G. The Contract shall be in the form included in this RFB.

8.4 Investigation

The Boards or Committee for Review may make such investigations as deemed necessary by the Boards to determine the ability of the Bidder to perform the work required by this RFB and the Contract.

8.5 Mathematical Error

In the case of a bid being substantially lower than other bids as the result of a mathematical or clerical mistake by a Bidder in preparing its bid, as opposed to a judgment mistake, the Boards may, prior to award of a contract, reject such a bid upon presentation of a petition from the Bidder accompanied by a sworn affidavit of error setting forth the error, the cause thereof, and sufficient evidence to substantiate the same as a mathematical or clerical mistake and not a mistake of judgment. The petition must be made in writing and filed with the Boards within two (2) business days after the bid opening.

Section 9 – Terms and Conditions

9.1 Contractor Acknowledgment

By submitting a bid, the Bidder makes the following acknowledgments:

- The Bidder acknowledges that the Bidder has fully and completely read and reviewed this RFB, that the Bidder fully and completely understands this RFB, and the Bidder agrees to be bound by all its terms, requirements, and conditions.
- The Bidder acknowledges and understands that the Contract is not valid until it has been approved by the Boards and all other necessary and applicable persons, entities, or Parties.

9.2 Reservation of Rights

The Boards collectively reserve the following rights in relation to any submitted bid and/or the Contract:

- A. The right to disqualify any bid that takes Exception to or limits the rights of the Boards.
- B. To refuse any bid not properly submitted in accordance with the requirements of this RFB.
- C. To reject bids submitted with incomplete bid documents or forms.
- D. To reject the selected bid and/or other bids at any time prior to execution of the Contract.
- E. The right to cancel this RFB at any time.

- F. To reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract.
- G. The Boards shall award the Contract to the Bidder deemed to have submitted the lowest and best bid, as determined solely by the Boards and/or their representative(s). The Boards reserve the right to reject any and/or all bids, or any portion of any and/or all bids; to waive informalities or irregularities that do not affect the substance of the Specifications and contents of the RFB; and to award a contract in the manner deemed to be in the best interest of the Boards, the Townships, and Delaware County, Ohio.

9.3 Independent Contractor/No Contribution to OPERS

The Contractor shall act in performance of this Contract as an independent contractor. As an independent contractor, the Contractor and/or its officers, officials, boards, employees, representatives, agents, volunteers, and/or servants are not entitled to any of the benefits enjoyed by employees of the Boards, Townships, or Delaware County, Ohio. The Contractor shall be responsible for payment of all employment-related taxes, employee benefits, and Worker's Compensation premiums.

Additionally, Contractor and its employees are not entitled to any benefits of the Ohio Public Employees Retirement System ("OPERS"). Pursuant to Section 145.038 of the Ohio Revised Code, if the selected Contractor is an entity with fewer than five (5) individual employees, the Boards shall require the Contractor to acknowledge, in writing on a form provided by OPERS, that the Contractor has been informed that the Board does not consider the Contractor a public employee and that no contributions will be made to the OPERS for the services provided under this Contract (see form provided in Appendix C).

9.4 Indemnification

The Contractor shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties' performance of this Contract or the Contracted Parties' actions, inactions, or omissions. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle,

compromise, and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including but not limited to attorney's fees.

- B. The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts, inactions, or omissions, negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.
- C. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties performance of this Contract or the Contracted Parties' actions, inactions, or omissions. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

9.5 Insurance/Worker's Compensation Insurance

The Contractor shall carry and maintain current throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Contractor shall present to the Boards current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- B. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.
- C. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.
- D. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the Board, with coverage in an amount equal to that required by law and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles (solid waste collection vehicles) or particular uses of vehicles as required by applicable law.

The Boards shall be named as "Additional Insureds" on the policies listed in paragraphs B, C, and D above.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

The Contractor shall be responsible for payment of all premiums for Worker's Compensation Insurance and all of the above policies of insurance.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The Contractor's insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the Contractor's insurance and shall not contribute to it.

The insurer shall provide thirty (30) days' written notice to the Designated Representatives before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Boards or their Designated Representatives within seven (7) calendar days of change.

During the life of the Contract, the Board may require the Contractor to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

Failure to maintain the required insurance coverage at any time during the term of the Contract shall be deemed a material breach of the Contract. Such failure shall render the Contract void in its entirety and the Contractor shall not be entitled to any payment pursuant to the Contract or otherwise.

In addition to the rights and protections provided by the insurance policies as required above, the Boards shall retain any and all such other and further rights and remedies as are available at law or in equity.

9.6 Bid Security/Bond

All bids shall be accompanied by bid security in accordance with Section 6.15 of this RFB.

9.7 Performance Bond

The Contractor shall be required to give an acceptable performance bond in the names of the Boards in accordance with Section 6.16 of this RFB.

9.8 Damages in the Event of Default

The Boards declare and the Contractor acknowledges that the Boards may suffer damages due to the failure of the Contractor to act in accordance with the requirements, terms, specifications, and conditions of the Contract. The Boards declare and the Contractor agrees that such failure shall constitute an event of default on the part of the Contractor and the Contractor agrees to pay damages to the Boards to compensate the Boards for any damages incurred as a result of the default. The Contractor agrees that if the Boards do not give prompt notice of such a failure, that the Boards have not waived any of their rights or remedies concerning the failure by the Contractor.

In the event of default by the Contractor, the Boards may procure the Services from other

sources and hold the Contractor responsible for any excess costs occasioned thereby.

9.9 Termination

9.9.A Breach or Default

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable, or legal remedies. In the event of such a breach or default, the Contractor shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date of termination.

Townships collectively retain the right to terminate this Agreement for any reason whatsoever, with thirty (30) days' notice to the Contractor.

9.9.B Effect of Waiver of any Occurrence of Breach or Default

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable, or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the Board shall be authorized in writing and signed by a quorum of the Board.

9.10 Licenses

The Contractor certifies and warrants that it has obtained and maintains current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to provide all of the Services required pursuant to this Contract and to conduct business in the state of Ohio. The Contractor further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

9.11 Subcontracting

The Contractor may sub-contract any portion of this Contract. If Services are subcontracted, the Contractor shall continue to act as the prime contractor for all subcontracted Services and shall assume full responsibility for the performance of the Services. The Contractor will remain the sole point of contact and shall be ultimately responsible for the performance of the Services.

9.12 Assignment

In accordance with Section 6.30 of this RFB, the Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract or its right to execute it or its right, title, or interest to it or any part thereof, or assign any of the moneys due or to become due under the Contract, without the prior written consent of the Boards.

9.13 Inspection and Maintenance of Records and Work Papers/Audit

At any time during regular business hours, with reasonable notice and as often as the Boards or their representatives may deem necessary, the Contractor shall make available to any or all of the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, reports, documents, and all other information or data relating to all matters covered by this Contract. The Boards or their representatives shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all documents relating to all matters covered by this Contract.

The Contractor, for a minimum of three (3) years after reimbursement/compensation for Services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings, and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

9.14 Notices

All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, confirmation of receipt required, to the following individuals at the following addresses or facsimile numbers and shall be effective on the date received:

Contractor:

Facsimile: _____

Boards:

Berkshire Township Board of Trustees
1454 Rome Corners Road
Galena, Ohio 43021

Berlin Township Board of Trustees
3271 Cheshire Road
Delaware, Ohio 43015

Delaware Township Board of Trustees
2590 Liberty Road
Delaware, Ohio 43015

9.15 Equal Employment Opportunity

In fulfilling the obligations and duties of the Contract, the Contractor shall comply with all federal, state, and/or local non-discrimination laws.

The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, handicap, or disability, as defined in the Americans with Disabilities Act. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to any of the above listed factors. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal, state, and local non-discrimination laws. The Contractor shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

9.16 Drug Free Environment

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug-free environment policy. The Contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

9.17 Findings for Recovery

In accordance with Section 6.30 of this RFB, the Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

9.18 Non-Collusion

The Bidder/Contractor certifies as follows:

- This bid/Contract is not entered or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.
- This bid/Contract is genuine and not collusive or a sham.
- The Bidder/Contractor has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any other person or entity concerning or regarding this Contract.
- The Bidder/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of this Contract, to fix any overhead, profit, or cost element of this Contract, or to secure any advantage against the Townships or County or anyone interested in this Contract.
- The Bidder/Contractor 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 any other Bidder, or to fix any overhead, profit or cost element of such bid price or that of any other Bidder, or to secure any advantage against the Townships or County or anyone interested in the proposed contract.
- This bid/Contract is not a product of collusion with any other vendor, person, or entity, and no effect has been made to fix any overhead, profit or cost element of any proposed price.
- The Bidder/Contractor is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the Bidder/Contractor from entering this Contract.
- The Bidder has not, directly or indirectly, submitted its bid price or any break-down thereof, or the contents thereof, or divulged any 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 the Bidder in its general business.
- All statements contained in the bid are true.
- All statements contained in the Contract are true.

9.19 Conflict of Interest

The Contractor agrees that no agent, officer, or employee of the Boards during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

The Contractor agrees that it will not employ in any manner a current Board member or employee for a minimum period of one (1) year from the expiration or termination of this Contract, without the prior express written consent of the Boards.

No personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under the Contract.

The Contractor will not knowingly permit any public official or public employee who has any responsibilities related to the Contract to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the Boards knowledge of any such person who acquires an incompatible or conflicting personal interest related to the Contract. The Contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under the Contract, unless the Boards have determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Each bid must include a statement indicating whether the Bidder or any person(s) that work for the Bidder in relation to the Contract have a possible conflict of interest (e.g., employed by the State of Ohio; Delaware County, Ohio; the Boards; work on a related contract; or participation in the development of the Specifications or requirements for this RFB) and, if so, the nature of that conflict. The Boards have the right to reject a bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

9.20 Conflicts of Terms, Conditions, or Provisions

To the extent that the terms, conditions, or provisions of this RFB/Contract and any bid submitted by the Contractor may be inconsistent, the terms, conditions, or provisions of this RFB/Contract control.

9.21 Headings

Headings in this RFB/Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this RFB/Contract.

9.22 Severability

If any provision of this RFB/Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of this RFB/Contract shall remain in full force and effect.

9.23 Incorporation of RFB into Contract

The legal notice, this RFB, and all of its appendixes and attachments, any addenda, modification, or supplement to the RFB, and the Contractor's bid are by this reference incorporated into the Contract.

9.24 Incorporation of Appendixes

All appendixes, forms, and other documents as completed by the Contractor and contained in and/or referenced in this RFB are hereby incorporated into this RFB and the Contract.

9.25 Governing Law

This RFB/Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this RFB/Contract shall be filed in and heard before the courts of Delaware County, Ohio.

9.26 Authority to Sign

Any person submitting a bid pursuant to this RFB and executing the Contract in a representative capacity hereby warrants that he/she has authority to submit a bid and sign this Contract or has been duly authorized by his/her principal to submit a bid and execute this Contract on such principal's behalf.

9.27 Entire Agreement

The legal notice, this RFB and all of its appendixes and attachments, any addenda, modification, or supplements to the RFB, and the Contractor's bid shall constitute the entire understanding and agreement between the Boards and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

Appendix A

Bid Proposal Form, Questions, and Exceptions

BID PROPOSAL FORM

**Residential Refuse and Garbage Collection with Recycling
Berkshire Township, Berlin Township, and Delaware Township
Delaware County, Ohio
Estimated 5,800 Residences**

Instructions:

1. Complete ALL blanks.
2. Bidder should submit a bid for a contract satisfying all mandatory specifications and which includes pricing for optional specifications, where Contractor chooses to exercise such option.
3. Submit bids in compliance with RFB.

To the Boards of Township Trustees of Berkshire Township, Berlin Township, and Delaware Township, Delaware County, Ohio (“Boards”), for furnishing the services as

specified in the advertised Legal Notice to Bidders and according to the Request for Bids with Legal Notice, Specifications, and Bid/Contract Documents for Residential Refuse and Garbage Collection with Recycling in the Unincorporated Areas of Berkshire Township, Berlin Township and Delaware Township, Delaware County, Ohio (“RFB”) attached hereto:

The signer of this Bid Proposal Form, as Bidder, declares that the only person, persons, company, or parties interested in this proposal as principals are named, that he has carefully examined the annexed form of Contract and the RFB, that he or his representative has made such investigation as is necessary to determine the character and extent of the subject of the Contract, and he proposes and agrees that if this proposal is accepted, he will contract with the Board, in the form of Contract hereto attached, to furnish at his own cost and expense, all equipment, labor, and services for the Contract, within the time period specified in, and according to the Legal Notice to Bidders and Bid Package, for the following prices to wit:

Reservations of Rights:

The Boards reserve the following rights in relation to any submitted bid and/or the Contract:

- A. The right to disqualify any bid that takes Exception to or limits the rights of the Board.
- B. To refuse any bid not properly submitted in accordance with the requirements of this RFB.
- C. To reject bids submitted with incomplete bid documents or forms.
- D. To reject the selected bid and/or other bids at any time prior to execution of the Contract.
- E. The right to cancel this RFB at any time.
- F. To reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract.

Award:

The Boards shall award the Contract to the Bidder deemed to have submitted the lowest and best bid, as determined solely by the Boards and/or their representative(s). The Boards reserve the right to reject any and/or all bids, or any portion of any and/or all bids; to waive informalities or irregularities that do not affect the substance of the specifications and contents of the RFB; and to award a contract in the manner deemed to be in the best interest of the boards, the Townships, and Delaware County, Ohio.

1. Bidder Contact Information:

Name of Bidder/Company:

Bidder/Company Address:

Name of Contact for Bidder/Company:

Bidder/Company Telephone Number (including Area Code):

Bidder/Company Facsimile Number (including Area Code):

Bidder/Company Email:

2. Bid:

Bid price for weekly curbside refuse and garbage collection (including yard waste), unlimited and oversize pick-up with advance notice, and bi-weekly recycling services, on days to be mutually agreed upon between the Contractor and each Township (except Friday), in accordance with, and subject to, all provisions, terms, conditions, and limitations contained in the Notice to Bidders and RFB.

Persons sixty-two (62) years of age and older who are the head of household of a Residential Unit shall receive a discount of ten percent (10%) off the total price of Collection Services. Contractor shall purchase and provide one (1) wheeled and lidded waste container, and one (1) wheeled and lidded recycling container for each Subscriber at no additional cost, all in accordance with, and subject to, all provisions, terms, conditions, and limitations contained in the RFB, which price reflects the cost of legal disposal at a site approved by the Delaware/Knox/Marion/Morrow Solid Waste Management District.

a. Unit Cost – Labor and Material (Per Subscriber, per month)	\$ _____
b. Bid Price (Total Unit Cost x _____) (5,800 Estimated Residences)	\$ _____

THE ABOVE PRICE SHALL NOT BE MODIFIED DURING THE

THREE (3) YEAR CONTRACT PERIOD

3. The Bidder understands and agrees that the Boards have full discretion to determine and award the Contract under either of the two alternates stated above and that in doing so its determination of the lowest responsive and responsible Bidder shall be based upon the alternate chosen.

4. List all refuse and garbage items and recycling materials not covered under unlimited curbside collection service (including yard waste and bulk materials) and recycling services:

(NONE, IF NOTHING INSERTED)

5. Bid – “OPTIONAL” Specifications/Items

The total fixed base price quoted above for the collection and delivery for processing or disposal of residential solid waste, recyclable materials, and yard waste shall **NOT** include those specifications/items listed as “OPTIONAL” below, but the below options shall be offered to the Boards in accordance with this RFB. If the Boards elect to have the Contractor perform or provide an “OPTIONAL” specification/item, the cost for that “OPTIONAL” specification(s)/item(s) shall be added to the total fixed base price of the Contract.

“OPTIONAL” SPECIFICATIONS/ITEMS

4A. Price Per Month for Weekly Recycling Pick-Up (Entire Township)	\$ _____.
 4B. Charge for Removal of Chlorofluorocarbons (“CFC’s”) from Appliances:	
Current Subscriber:	\$ _____.
Non-Subscriber Residing within Townships:	\$ _____.
 4C. Price Per Month for Optional Rental of Wheeled Trash/Recycling Containers (<i>in addition to one provided</i>):	
30-40 Gallon:	\$ _____.
60-70 Gallon:	\$ _____.

90-100 Gallon: \$ _____.

6. As provided in the RFB, the term of the Contract shall be for three (3) years, extending from February 1, 2025 through and including January 31, 2028, with a potential for a mutually agreed extension for a period of one (1) to three (3) additional years.

7. As provided in the RFB, the bid price may be renegotiated for the optional extension.

8. As provided in the RFB, the Bidder warrants that this bid is valid and “firm” for a period of at least sixty (60) days from the bid opening date.

No bidder shall withdraw his bid until at least sixty (60) days after the bid opening date.

9. The latest financial statement of the Bidder (check one):

_____ is submitted with this proposal

_____ shall be presented upon request to the Boards (either individually or as a group) for review in face to face meeting(s), with the proviso that it shall be returned to the Bidder upon completion of the review meeting(s) and not left with the Townships. The Bidder understands and agrees that the Board does not represent or warrant that any such document will not be a public record subject to disclosure and states that the Bidder has consulted with its legal counsel to assure itself as to any concerns in such regard.

(Note: the Bidder shall indicate the applicable manner for the submission of its latest financial statement).

10. As provided in the RFB, if the foregoing proposal shall be accepted by the Boards, and the undersigned shall fail to execute a satisfactory Contract and/or deliver the required Contract performance bond within ten (10) days after notice of bid acceptance, then the Boards at their option, may declare the amount of the bond accompanying this RFB as forfeited to the Boards as liquidated damages for the failure or refusal of the undersigned to execute such Contract; otherwise, the bond accompanying such Proposal shall be void.

_____ Attached hereto is a performance bond in favor of the Boards issued by a surety in the amount of one hundred percent (100%) of the total of the price bid.

_____ Attached hereto is bid security in favor of the Boards in the amount of fifteen thousand dollars (\$15,000.00) in the form of either a bond or certified check, cashier’s check, or money order on a solvent bank or savings and loan association.

(NOTE: The Bidder shall indicate the applicable form of its bid guarantee).

DATED ___ this ___ day of _____, 2024.

[Signature(s) appear(s) on next page

BIDDER:

NOTE: If the Bidder is an individual or association, the full name, residence, and signature of any person or party interested in the foregoing Proposal as Bidder or Principal of the Bidder must be provided. Signatures must be in writing.

NAME

RESIDENCE

Signature of Bidder

Printed Name

Signature of Bidder

Printed Name

NOTE: If the Bidder is a firm or corporation, sign firm name or corporation name followed by the name of the person authorized to sign said bid, stating his title or position with the firm or corporation; if partnership, sign partnership name by one of the partners. Signature must be in writing. Bid Proposal Form Affidavit must be attached.

FIRM OR CORPORATE NAME: _____

STREET ADDRESS: _____

CITY, STATE & ZIP: _____

PHONE NUMBER: _____

By: _____
(Signature)

(Printed Name)

Title:

QUESTIONS

EXCEPTIONS

Appendix B

Evaluation Form

EVALUATION FORM

In accordance with O.R.C. § 307.862(A)(1), factors and criteria (collectively, “Factors”) to receive and evaluate each bid proposal have been developed. Each of the Factors and relative importance of each Factor, indicated by maximum point value, are listed below. The Factors will be used to evaluate the bid proposals. The reviewer shall review each bid proposal and assign a point value to each Factor, up to the maximum value. The point value assigned shall reflect the degree to which the bid proposal meets the Factor. The points shall then be added to score and rank the bid proposal.

<u>Factor</u>	<u>Max Points</u>	<u>Assigned Points</u>
1. Experience with Residential Refuse Collection	10 Points	_____
2. Plans:		
a. Plan for program implementation	5 Points	_____
b. Plan for billing	5 Points	_____

c. Plan for program management	5 Points	_____
d. Plan for program organization	5 Points	_____
e. Plan for value added services	5 Points	_____
Total Points for Factor 2	25 Points	_____
3. Plan for Customer Service	20 Points	_____
4. Rates – Three (3) Year Contract	45 Points	_____

THREE (3) YEAR CONTRACT

TOTAL 100 POINTS _____

Appendix C

Forms

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STATEMENT OF QUALIFICATIONS

The Bidder is required to state, in detail, in the space provided below, its experience and qualifications for providing the services included in the proposed contract, to enable the Boards of Township Trustees of Berkshire Township, Berlin Township, and Delaware Township, in Delaware County, Ohio, to judge its responsibility, experience, skill, and financial standing.

Per Section 6.13 of the RFB, the Bidder shall show on the Statement of Qualifications information including not less than the following:

(a) The character of previous work performed, along with references, and other detailed information which will enable the Boards to determine responsibility, including experience, and skill. For each previous contract for collection of garbage, refuse and recyclables, the Bidder must furnish the following information: service area; local contact (with telephone number); description of service; annual contract amount; and kind and number of units serviced (e.g. Residential, Commercial, etc.);

(b) The number of packer type vehicles and recycling vehicles available and assigned to collection within each Township under the bid, including model type and year;

(c) The total number of vehicles located within Delaware County and adjoining counties which are owned by the Bidder and which would be available in the event of an emergency to assist in collection; and

(d) At the election of the Bidder, the submittal to the Boards of the latest financial statement of the Bidder may occur either within the Statement of Qualifications or by direct presentation to the Boards. If the latter option is chosen, the financial statement shall be presented to the Boards (either individually or as a group) for review in face-to-face meeting(s), with the proviso that it shall be returned to the Bidder upon completion of the review meeting(s) and not left with the Townships. The Boards do not represent or warrant that any such document will not be a public record subject to disclosure and each Bidder shall consult with its legal counsel to assure itself as to any concerns in such regard. Each bidder shall indicate its chosen manner of submittal on the Bid Proposal Form.

This statement shall also include the following: evidence to the effect that the Bidder maintains a permanent place of business; a list of equipment available for work under the proposed contract, together with a statement as to its present physical condition and when it was purchased or otherwise obtained; and evidence to the effect that the Bidder has appropriate technical experience. (Additional pages/information may be attached if space is insufficient).

(STATEMENT OF QUALIFICATIONS Continued)

Name of Bidder: _____
By: _____
Title: _____
Date: _____, 2024

NON-DISCRIMINATION / EQUAL OPPORTUNITY EMPLOYMENT

In the performance of all contracts with the Boards, the Contractor will be bound by the following non-discrimination / equal opportunity in employment clauses:

1. The Contractor agrees to comply with all federal, state, and/or local non-discrimination laws.
2. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, gender, age, sexual orientation, or national origin or physical or mental handicap or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, gender, age, sexual orientation, national origin or physical or mental handicap or disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection or training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

- 3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, gender, age, sexual orientation, national origin, or physical or mental handicap or disability.
- 4. The Contractor further agrees that he/she will incorporate or cause to be incorporated into any subcontract, these regulations on Non-Discrimination / Equal Employment Opportunity.

Signature

Date

Printed Name

Title/Position

Company Name

PERSONAL PROPERTY TAX AFFIDAVIT

(No Delinquent Tax Owed)

STATE OF _____)
)
COUNTY OF _____) SS:

The undersigned hereby affirms and certifies that they are not charged with delinquent personal property taxes on the general tax list of personal property of Delaware County, Ohio, nor were they charged with delinquent personal property taxes on the general tax list of personal property of Delaware County, Ohio at the time this bid was made.

Contractor

By: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2024.

Notary Public

My commission expires _____

In accordance with O.R.C. Section 5719.042, a copy of this statement shall be incorporated into the Contract, and no payment shall be made with respect to any contract to which this section applies, unless such statement has been so incorporated as a part thereof.

NON-COLLUSION AFFIDAVIT

State of _____)

County of _____) SS:

Bid Identification: Joint RFB by the Berkshire, Berlin, and Delaware Township Boards of Trustees for the Collection and Delivery for Processing or Disposal of Residential Solid Waste, Recyclable Materials, and Yard Waste.

Name of Contractor: _____

The undersigned, being first duly sworn, deposes and says that he/she is _____ (Position) of the above named Contractor making the foregoing Bid; that such Bid is not made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone 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 any other Bidder, or to fix any overhead, profit or cost element of such Bid price, or that of any other Bidder, or to secure any advantage against the agency 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 its Bid price or any break-down thereof, or the contents thereof, or divulged any 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 its general business.

Executed this _____ day of _____, 2024.

Sworn to and subscribed in my presence this _____ day of _____, 2024.

Notary Public

My commission expires: _____



NON-MEMBER ACKNOWLEDGMENT

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

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

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS.

Employer: Please complete Step 2. The form must be completed and returned to the retirement system no later than 30 days after the individual begins providing personal services to the public employer. You may fax the completed form to 614-857-1152 or email to employeroutreach@opers.org.

If the individual providing this service is receiving a benefit from OPERS, you must submit the Notice of Re-employment or Contract Services of an OPERS Benefit Recipient, form SR-6, in addition to the Non-Member Acknowledgement, form PEDACKN, for the service listed below. Failure to submit the SR-6 form timely may result in an overpayment of pension billed to the employer.

STEP 1: Personal Information

First Name MI Last Name

Date of Birth: Month / Day / Year

STEP 2: Public Employer Information (To be completed by the Public Employer)

Name of Public Employer for which individual is providing personal services

Employer Contact
First Name MI Last Name

Employer Code Employer Contact Phone Number --

Service Provided to Public Employer

Start Date of Service Month Day Year
End Date of Service Month Day Year

STEP 3: Acknowledgment

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

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

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

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

BID SECURITY BOND

(Ohio Revised Code Section 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto the Berkshire, Berlin and Delaware Township Boards of Trustees, Delaware County, Ohio as obligee in the penal sum of fifteen thousand dollars (\$15,000.00) for the bid submitted by the principal to the obligee on _____ to undertake the project known as Residential Refuse and Garbage Collection with Recycling. In no case shall the penal sum exceed the amount of fifteen thousand dollars (\$15,000.00). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this ____ day of _____, 2024 THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for Residential Refuse and Garbage Collection with Recycling.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

(SIGNATURES ON FOLLOWING PAGE)

NOTE: IF CONTRACTOR is partnership, all partners should execute BOND.

SIGNED AND SEALED This _____ day of _____, 2024.

Principal

By: _____

Title: _____

Surety

By: _____
Attorney-in-Fact

SURETY COMPANY ADDRESS:

Street

City State Zip

-

SURETY AGENT'S ADDRESS:

Agency Name

Street

City State Zip

**CONTRACT FOR RESIDENTIAL REFUSE AND
GARBAGE COLLECTION WITH RECYCLING**

This Contract (“Contract”) is executed this _____ day of _____, 2024, by and between the Berkshire Township Board of Trustees, Berlin Township Board of Trustees, and Delaware Township Board of Trustees, Delaware County, Ohio (collectively “Boards”), whose principal places of business are located at the following locations:

Berkshire Township Board of Trustees
Berkshire Township Hall
1454 Rome Corners Road
Galena, Ohio 43021

Berlin Township Board of Trustees
Berlin Township Hall
3271 Cheshire Rd.
Delaware, Ohio 43015

Delaware Township Board of Trustees
Delaware Township Hall
2590 Liberty Rd.
Delaware, Ohio 43015

and

_____,
a [___ corporation, ___ partnership or ___ individual] ("Contractor"), whose principal place of business is located at:

(individually “Party” and collectively “Parties.”)

WHEREAS, the Boards are in need of services providing for the collection and delivery for processing or disposal of solid wastes, recyclable materials, and yard wastes for residential users within the collective unincorporated areas of Berkshire Township, Berlin Township and Delaware Township, located in Delaware County, Ohio (collectively “Townships”); and,

WHEREAS, the Contractor submitted a bid to perform such Services, was the lowest and best bidder, was awarded this Contract, and agrees to perform the Services at the price bid; and,

WHEREAS, the Boards each approved Resolution No. _____ on the _____ day of _____, 2024 (“Resolution”); and,

WHEREAS, the Resolution approved the execution of this Contract by the Boards.

NOW THEREFORE, for good and valuable consideration and the mutual covenants, conditions, and promises contained herein, the Parties agree as set forth below:

DEFINITIONS:

All capitalized terms shall have the same meanings as those terms are defined in the Request for Bids (RFB).

PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the Contractor shall provide services for the collection and delivery for processing or disposal of solid wastes, recyclable materials, and yard wastes for residential users within the collective unincorporated areas of the Townships, in accordance with all the terms, conditions, specifications, and provisions of the following (collectively “Contract Documents”):

1. Legal Notice,
2. Joint Request for Bids (RFB) by the Boards for Residential Solid Waste, Recyclable Materials, and Yard Waste Collection and Delivery for Processing or Disposal for the Collective Unincorporated Areas of the Townships,
3. Contractor’s Bid Proposal,
4. All documents and forms completed by the Contractor in accordance with the RFB and/or in submitting a bid.

SCOPE OF SERVICES:

In accordance with the award, the Contractor shall furnish all equipment, vehicles, labor, and materials necessary to provide unlimited curbside refuse and garbage collection, including yard waste and bulk materials, together with recycling services, to all single family and two-family dwelling structures within the unincorporated areas of the Townships and in accordance with Section 6.33 of the RFB on a regular weekly basis. Contractor shall also provide service to all Township-owned buildings, parks, and other public places free of charge.

The Contractor shall provide residential refuse and garbage collection with recycling in accordance with all the terms, conditions, specifications, and provisions of the Contract Documents.

The Contractor shall perform or provide “OPTIONAL” specification(s)/item(s) as follows:

Item Description

COMPENSATION:

In accordance with the RFB, the Contractor shall receive payment by directly billing residential units serviced within the Townships per the rates quoted on a quarterly basis, in advance. Upon request, a list of residential units serviced, with names and mailing addresses, will be provided by the Contractor to the Boards at the time of each billing. Billing rates and fees for Subscribers to be paid to the Contractor shall be as provided in the Contractor’s submitted Bid Proposal.

The Parties understand and agree that the total Contract price for Residential Refuse and Garbage Collection with Recycling shall be fixed.

DAMAGES IN THE EVENT OF BREACH:

In the event that the Contractor fails to fully meet and perform all the requirements and/or obligations imposed and required as part of this Contract, the Contractor shall pay damages to the Boards as compensation for such failure. Such damages shall be as provided in the RFB.

INSURANCE AND INDEMNIFICATION:

The Contractor hereby agrees to indemnify and hold free and harmless the Indemnified Parties as provided in the RFB. Throughout the life of the Contract, the Contractor also agrees to provide, carry and maintain such insurance as required by the RFB. The Contractor agrees to name the Boards as “Additional Insureds” on such policies of insurance and provide proof of such insurance to the Boards as required in the RFB.

INCORPORATION OF THE CONTRACT DOCUMENTS AND RESOLUTION:

The Contract Documents and Resolution in their entirety and all terms, provisions, and conditions contained therein are all by this reference hereby expressly understood and accepted by the Parties and are all in their entirety incorporated into and made a part of this Contract.

IN WITNESS WHEREOF, the Parties, by and through their respective and proper officers, have on behalf of themselves or those whom they represent, signed this Contract of their own free and voluntary will and agree to the Parties being bound thereby.

**THE BERKSHIRE TOWNSHIP BOARD OF TRUSTEES
DELAWARE COUNTY, OHIO**

Date

Date

Date

**THE BERLIN TOWNSHIP BOARD OF TRUSTEES
DELAWARE COUNTY, OHIO**

Date

Date

Date

**THE DELAWARE TOWNSHIP BOARD OF TRUSTEES
DELAWARE COUNTY, OHIO**

Date

Date

Date

(CONTRACTOR’S SIGNATURE ON FOLLOWING PAGE)

CONTRACTOR:

Company Name

Check One: ___ Corporation
 ___ Partnership
 ___ Individual
 ___ Other: _____

A person signing shall, in his own handwriting, sign the principal's name, his own name and his title. A person signing for a corporation, other than the president or vice president, shall, by affidavit, show his authority to bind the corporation.

Signature

Printed Name

Title

Street Address

City, State, Zip

Approved as to form:

Delaware County Prosecuting Attorney

CONTRACT AFFIDAVIT

(To be completed and executed if the Contractor is a Corporation)

State of _____)

County of _____) ss.:

_____, being duly sworn, deposes and says that he/she is

Secretary of _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and having its principal offices at: _____ (street), _____ (city), _____ (county), _____ (state).

Affiant further says that _____ (name of officer), _____ (title) of the corporation is duly authorized to sign the Contract for _____ for said corporation by virtue of _____ (state whether a provision of by-laws or a resolution of Board of Directors).

If by resolution, give date of adoption: _____, 2024.

Signature

Sworn to before me and subscribed in my presence this ____ day of _____, 2024.

Notary Public
My commission expires: _____

CONTRACT PERFORMANCE BOND

(Ohio Revised Code Section 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto the Berkshire, Berlin and Delaware Township Boards of Trustees, Delaware County, Ohio in the penal sum of _____ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this ___ day of _____, 2024

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, 2018 enter into a contract with the Berkshire, Berlin and Delaware Township Boards of Trustees, Delaware County, Ohio, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

NOTE: IF CONTRACTOR is partnership, all partners should execute BOND.

SIGNED AND SEALED This _____ day of _____, 2024.

Principal

By: _____

Title: _____

Surety

By: _____

Attorney-in-Fact

SURETY COMPANY ADDRESS:

SURETY AGENT’S ADDRESS:

Street

Agency Name

City State Zip

Street

City State Zip