

**Monroe Township
Licking County
2024**

Proposal and Specifications for

**RESIDENTIAL REFUSE, RECYCLING AND
YARDWASTE COLLECTION**

Legal Notice
Solid Waste & Recycling Collection & Treatment

The Board of Monroe Township Trustees, Johnstown, OH (Licking County) is seeking bids for an exclusive contract for the collection, transportation and disposal of residential garbage/refuse, recyclables and yard waste within the unincorporated areas of Monroe Township, Licking County Ohio. If awarded, the contract period shall be from November 1, 2024 through October 31, 2027.

Bids will only be received by Bid Express until September 16, 2024 by 5:45PM. NO HAND DELIVERED BIDS WILL BE ACCEPTED. All bids will be opened and read aloud. Bids received after the above times will not be considered. Bids may be held for a period of up to 60 days after opening.

The Township Trustees reserve the right to waive informalities and to reject any and all bids, waive any technical requirements, and to accept any bid which is deemed by the Board of Trustees to be the most responsive and responsible bidder.

Each bidder must deposit with the bid, securities in the amount and subject to the conditions provided in the Information for Bidder.

Debra Farley
Monroe Township Fiscal Officer

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Monroe Township Trustees, Licking County, Ohio (herein after called the "Township") invites bids for an exclusive contract for the collection, transportation and disposal of residential garbage/refuse, recyclables and yard waste within the unincorporated areas of Monroe Township.

Bids and contract documents, which must be provided in electronic medium, readable in standard WORD or XLS format as applicable, will be received by Bid Express until September 16, 2024 by 5:45PM at which time all bids will be opened and read aloud. Bids received after the above times will not be considered. Bids may be held for a period of up to 60 days after opening.

The Township may waive informalities and reject any and all bids. The Township reserves the right to hold bids for a period of sixty (60) days after the opening for evaluation of both the bids and contracts. The award of the contract may be made at any time during that period. The Township may waive any technical requirements and accept any bid which is deemed by the Board of Monroe Township Trustees to be the most responsive and responsible. No bid will be allowed to be withdrawn for any reason after it has been deposited with the Township. Any bid received after the time and date specified will not be considered.

2. Preparation of Bid

Each bid must be submitted on the forms provided and in electronic medium readable in standard WORD or XLS format as applicable within Bid Express.

3. Bid Modifications

Conditional bids will not be accepted.

4. Proposal Bond

Each bid must be accompanied by a letter of credit, or cashier's check, equal to ten thousand dollars (\$10,000), or a bid bond for ten thousand dollars (\$10,000), prepared on the form of bid bond as required by Ohio Revised Code § 153.54, et. seq., duly executed by the bidder as principal and having as surety thereon a surety company approved by the Board of Trustees. Such checks or bid bonds will be returned to all except the three lowest bidders within the three days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Board of Trustees and the accepted bidder have executed a contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney. If the successful bidder fails or refuses to execute and deliver the Contract, insurances and performance bond required within ten (10) days after the Bidder has received notice of the acceptance of his/her/its bid, the bid guarantee deposited with the bid shall be forfeited to the Township as liquidated damages for such failure or refusal.

5. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

6. Qualification of Bidder

In addition to the "Statement of Qualifications" in the Proposal, the Township may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Township all such information and data for this purpose that the Township may request. The Township reserves the right to reject any bid if the evidence submitted or investigation of the Bidder fails to satisfy the Township that such Bidder is properly qualified to carry out the obligations of the Contract.

7. Conflict of Interest

No officer, member or employee of the Township and no member of its governing body shall have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

8. Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code (a/k/a H.B. 694)

Bidders must complete and submit with their bid documents an Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code.

9. Discrimination

The successful Bidder or any person acting on the successful Bidder's behalf shall not, by any reason of race, color, religion, sex, age, handicap, ancestry, national origin or any other classification protected by applicable law, discriminate against any individual in the employment of laborers or workers who are qualified and available to perform the work to which the employment relates. Further, the successful bidder shall not discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, handicap, ancestry, national origin, or any other classification protected by applicable law. The Contract may be canceled or terminated by the Township for violation of the terms of this section of the Contract.

10. Laws and Regulations

All applicable Federal, State, and local laws, resolutions, rules and regulations shall apply to the Contract entered into by the Township and successful bidder.

11. Contract Term

It is anticipated that the contract term shall be from 12:01 A.M. on November 1, 2024, until midnight on October 31, 2027.

12. Contract

The successful bidder shall be required to execute a written Contract in the form attached hereto within ten (10) days after its award and shall furnish a one hundred thousand, \$100,000 performance bond at that time for the faithful performance of said contract. Such bond shall be in force for the duration of the contract.

13. Award of the Contract

The Contract will, if let, be awarded to the most responsive and responsible bidder as determined by the Township.

14. Estimated Users

The estimated number of subscribers in the Monroe Township Unincorporated Areas for 2024 is approximately 775. Upon award of the contract, the Township will provide the successful bidder with a list of names and addresses of the residential households of the unincorporated areas of the township, as reflected in the records of the Licking County Board of Elections. This list is the best and most current information the Township has available but may not be all inclusive. It is strongly suggested that the Contractor perform routine route audits to confirm the number of homes and addresses. In the event the Contractor determines that there are new or additional homes within the contact area, the Contractor will add those homes to the collection routes and billing, under the same terms as conditions as specified in the Contract. The Contractor must notify the Township in writing of their intention to do so and include the address and name of the resident.

15. Notification to the Residents

The Contractor will notify the residents at the addresses provided to the Contractor of the new solid waste regulations and the name, address and phone number of the successful bidder. It shall also be the responsibility of the Contractor to then notify the residents of the details associated with the collection of the various materials including information about the day of collection, types of material collected, availability of containers, service locations, materials not collected, how to obtain a senior citizen discount, the methods of reaching the contractor and so forth. The Township Trustees may waive this requirement if the current contractor is awarded the new contract.

16. Information to be Submitted with Bid

1. Evidence of permanent place of business and adequate service equipment.
2. Proposal.
3. Proposed Route Plan and Collection Schedule.
4. Indemnification Agreement.
5. A Statement of the Bidders Environmental and Compliance policies
6. Non-Collusion Affidavit.
7. Delinquent Personal Property Tax Affidavit.
8. Evidence of available Land Fill or other means of disposal for the term of the contract.
9. Evidence of an available Recycling Facility for the term of the contract.
10. Statement of Qualifications.
11. Proof of Insurance and Worker's Compensation Coverage.
12. Acknowledgement of the receipt of any Addenda should they occur.
12. Proposal Bid Bond, or cashier's check in the amount of ten thousand dollars (\$10,000).
13. Findings for Recovery Affidavit.
14. Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code.
15. Evidence of and possession of all licenses and or permits required to provide the services.

If a person, firm or corporation contemplating the submission of a Bid for this Contract is in doubt as to the true meaning of any part of the Specifications or other Contract Documents; such prospective Bidder may submit to the Township a written letter to Monroe Township, 9444 Woodhaven Rd, Johnstown, OH 43031 or email (Fiscalofficer@monroetownship.org) requesting 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 Township, and a copy of such memorandum will be mailed or delivered to each person securing a set of Contract Documents, provided that a sufficient period of time is available for the issuance and delivery of such memorandum prior to required receipt of Bids.

17. Accounting for Recyclable Materials

Bidders must provide a plan on how the bidder plans to deal with recyclable materials, including method of collection and ultimate treatment of materials.

SPECIFICATIONS

1. Statement of Intent

The Board is soliciting Bids with the intent of entering into an exclusive Contract for the collection, transportation and/or treatment of residential garbage/refuse, recyclables and yard waste in the unincorporated areas of the Township. These Specifications set forth all conditions and requirements of the Contract to be entered into by the Township.

2. General Provisions

The Contractor shall provide weekly collection and treatment of garbage/refuse, recyclables and yard waste from Residential premises within the boundaries of the unincorporated areas of the Township and shall transport such garbage and refuse to an approved landfill or other lawful disposal or treatment point. All recyclable material must be recycled in an appropriate manner approved by the Board of Trustees. Yard waste must be collected with the comingled solid waste. Residents are not required to have garbage collection, but if they do then they must use the Township approved Contractor.

3. Indemnification

The Contractor shall indemnify and save harmless the Board of Trustees of Monroe Township and all its members, agents, officers, employees, and representatives from all claims, damages, or causes of action arising out of, caused by, or as a result of the Contractor's negligent operations and duties under the Contract.

4. Definitions

The following definitions are adopted for the purpose of these Specifications:

"Board" means the Board of Trustees of Monroe Township, Licking County, Ohio.

"Cart" or "Wheeled Cart" means a wheeled, rollout cart of any capacity, which is issued by the Contractor that can be used for the collection of Solid Waste or Recycling.

"64-Gallon Wheeled Cart" means a wheeled, rollout cart of approximately 64 gallons in capacity, capable of holding over 200 pounds, with an integrated closing lid, which can be used for automated, semi-automated, or manual Solid Waste collection by the Contractor.

"96-Gallon Wheeled Cart" means a wheeled, rollout cart of approximately 96 gallons in capacity, capable of holding over 300 pounds, with an integrated closing lid, which can be used for automated, semi-automated, or manual Solid Waste collection by the Contractor.

"Contamination" or "Contaminated Recyclables" means the presence of Solid Waste, Garbage, Refuse, Residual Solid Waste or any Non-Recyclable Materials that are commingled with Recyclable Materials hinder or prevent the processing of the Recyclable Materials by the

Contractor at the MRF.

“Contract” means the contract for the collection and treatment of garbage/refuse, recyclables and yard waste entered into the by the Township on behalf of the unincorporated areas of the Township and based on the Specifications herein provided.

"Contractor" means the provider of services to the unincorporated areas of the Township for the collection and treatment of residential garbage/refuse, recyclables and yard waste pursuant to the Contract with the Township for such services. As used in these specifications "Contractor" also means the employees, agents and representatives of the provider of such services

“Curbside” or “Curb” means that portion of the right-of-way adjacent to paved or traveled roadways, including the end of a driveway, curb line, or alley line. Containers will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

“Governmental Fees” means a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, County, Municipality, Township or Solid Waste Management District or other public entity. A Governmental Fee does not include any charge by a private corporation.

“Holiday” means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

“Household Hazardous Waste” means any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be a hazardous waste as that term is defined by or pursuant to Federal or State Law. The Clean Air Act prohibits the disposal of CFCs and HCFCs into landfills.

The contractor will list all governmental fees associated with the cost of disposal on the bid form.

"Garbage" includes all putrescible wastes including vegetable and animal offal but excludes recognizable industrial by-products

"Household hazardous waste" shall mean those items defined as household hazardous waste by the USEPA or the OEPA and shall include paint, gasoline, pesticides, cleaners, etc., that can cause injury or are harmful to people and the environment.

"Material Recovery Facility" or "MRF" or "Recycling Facility" means a facility that sorts and processes Mixed Recyclables to prepare them for processing and reconstitution as a product sold in commerce.

"Recyclables"—The Contractor shall provide, at the rate stated in the bid to the residents that subscribe to such service, collection of recyclable materials every other week. These materials shall include newspapers, glass, metal, plastics, and other recyclable commodities agreed upon by the Contractor and the Board of Trustees. The Contractor shall not dispose of recyclables that are separated from other garbage, trash and refuse in a landfill or other disposal facility and should recycle them in an appropriate manner.

The Contractor shall also collect recyclable materials if it co-mingled by the resident with garbage, trash and refuse. The Contractor may, but is not required to, separate such co-mingled recyclables and may dispose of them in a landfill.

"Refuse" includes non-putrescible, non-liquid waste, such as ashes, cinders, tin cans, glass, bottles, rags, wastepaper, wood, paper boxes. "Refuse" does not include yard waste or large household objects such as earth, sand, bricks, stone, plaster, or other substances that may accumulate as a result of building construction, remodeling, or alterations, or inoperable household appliances, which items are separately addressed elsewhere in these Specifications.

"Residential premises" includes all single family and two-family dwellings located within the unincorporated areas Monroe Township where either individuals or family's dwell for a continued period of time

"Solid Waste Landfill" or "Solid Waste Disposal Facility" means an Ohio EPA permitted and licensed facility as defined by ORC 3734.01(N) and OAC 3745-27-01(S)(23) and identified by the Successful Bidder to be used for the disposal of Solid Waste.

"Solid Waste Transfer Station" or "Solid Waste Transfer Facility" means an Ohio EPA permitted and licensed facility that is used or intended to be used primarily for the purpose of transferring solid wastes that are generated off the premises of the facility from vehicles or containers into other vehicles or containers for transportation to a Solid Waste Disposal Facility.

"Township" means Monroe Township, Licking County, Ohio.

"Trustees" and "Fiscal Officer" are those elected officials serving Monroe Township

"Unincorporated areas of the Township" means the unincorporated areas of Monroe Township from time to time (therefore, not including the Village of Johnstown, which is the incorporated area of Monroe Township) and includes all residential premises located in that area.

“Yard Waste”—The Contractor shall provide collection of yard waste including grass clippings, bush and shrub cuttings, leaves, tree limbs, garden growth and other natural materials comingled with the solid waste.

5. Bond

The Contractor shall furnish to the Board a bond in the amount of one hundred thousand dollars (\$100,000), precedent to initiating service under the Contract. This bond shall be kept in force in the original amount for the entire term of the contract. This bond shall be available to compensate the Board for damages resulting from the Contractor's failure to perform fully all the services required under the conditions of the Contract, including the obligation to indemnify the Board for all costs and damages.

The bond shall be provided by a surety company with a minimum policyholder's rating of A-. Other sureties may be acceptable to the Township, in the sole discretion of the Board of Trustees

In the alternative, the Contractor may post a one hundred thousand \$100,000 bank cashier's check payable to Monroe Township. This cashier's check is to be held during the term of the Contract or unless forfeited to the Township under the terms of these specifications.

6. Insurance

The Contractor shall carry sufficient automobile, public liability and property damage insurance to protect the Contractor, the Township, the Township Trustees and the Township Fiscal Officer, as named insured's, from claims for personal injury and property damage that may arise from the operations undertaken pursuant to the Contract. Each of such policies of insurance shall provide coverage in the following minimum amounts: For personal injury: \$1,000,000.00 each person and \$3,000,000.00 each occurrence; for property damage: \$1,000,000.00 for each occurrence. Certificates of insurance acceptable to the Board shall be filed with it at the time the Contract between the Township trustees and the Contractor is executed. The certificates shall contain provision that coverages afforded under the policies shall not be canceled or reduced until at least thirty (30) days after written notice has been given to the Board. The Township, Township Trustees and Township Fiscal Officer shall be included as named insured on all the insurance policies required hereby.

Before beginning work under the Contract, the Contractor shall furnish to the Board satisfactory proof of coverage for workers' compensation insurance for all persons employed directly by the Contractor or through subcontractors in order to carry out the operations contemplated under the Contract.

7. Workmanship

All work and operations performed by the Contractor, subcontractors or any agents or employees in connection with the Contract shall be performed in a careful, competent and workmanlike manner and in accordance with the terms of the Contract and all applicable laws, rules and regulations, including, but not limited to, the rules and regulations of, Monroe Township, Licking County, the State of Ohio and the United States of America.

8. Collection Vehicles

The Contractor shall use enclosed, leak proof, packer type truck bodies for the collection of garbage and refuse. The trucks shall be kept in good and efficient working order to ensure proper and efficient service to the residents of Monroe Township. Each vehicle 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.

9. Exclusive Privilege

The Contractor shall have the exclusive privilege of collecting and treating garbage/refuse, recyclables and yard waste from residential premises in the “unincorporated areas of Monroe Township” for the duration of the Contract. Effective November 1, 2024, any hauler or person other than the Contractor providing collection, transportation, and/or disposal services of residential garbage/refuse, recyclables and yard waste within the “unincorporated areas of Monroe Township” shall be subject to the fines and penalties provided in Ohio Revised Code §505.27 (A)(2)(b).

10. Collection

The Contractor shall collect garbage/refuse, and yard waste from all subscribing residential premises in the 96-gallon Wheeled Cart provided by the contractor on every Tuesday of each week. ***Subscription*** recyclables shall be collected in the 64-gallon Wheeled Cart provided by the contractor every other week on the same day (extra Wheeled Carts will be made available upon request from subscriber). For all subscribing residences within the unincorporated areas of the Township all material is collected on the same day. The Contractor shall submit a route plan and collection schedule to the Board within thirty (30) days after the award of the Contract for approval and/or modification.

The Contractor shall not begin any collection day before 6:00 A.M. nor continue past 7:00 P.M. No collection shall be conducted on Sunday without the express written consent of the Board, unless Sunday collection is necessitated as a result of a holiday or extreme weather.

Certain areas and roads may only be used for collection between the hours of 10:00 A.M. until 2:30 P.M. and these include:

1. US Route 62
2. State Route 37
3. Caswell Road
4. Duncan Plains Road

Collection shall not be postponed longer than one (1) day due to extreme winter weather. The contractor will notify the Board of Trustees and subscribing customers of any such postponement and recovery timeline.

Observed holidays shall be New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a collection day falls on a holiday, collection shall be one business day later than the regularly designated collection day.

11. Letter to Board

At the beginning of the Contract and in the first week of August of each subsequent year, the Contractor shall provide a letter to the Board including the following information:

1. Day of collection as provided for in the bid or alternate bid
2. Observed holidays and alternative day of collection.
3. A Proposed Route Plan and Collection Schedule
4. Itemized list of materials that cannot be collected.
5. Disposal and treatment facilities to be used in the subsequent contact period.
5. Contractor's provisions for collection of miscellaneous materials.
6. Household hazardous waste disposal sites.
7. The names of contractors qualified to remove chlorofluorocarbons from appliances.
8. The cost of extra service for pick-up of materials not included under the terms of the Contract.
9. The telephone number(s) to call for extra service, complaints and missed collections. All numbers must be local to Monroe Township.

12. Service Conditions

The Contractor shall maintain telephone facilities for the receipt of participants' complaints on working days from 8:00 A.M. to 5:00 P.M. All telephone numbers must be local or toll free to Monroe Township residents. The contractor must also provide an email or chat means of customer service communications. When complaints requiring the attention of the Contractor are received by the Board, the Board shall notify the Contractor of such complaints in a courteous manner. All complaints, including complaints regarding material missed in regular collections, shall be resolved by the end of the next business day following the receipt of the complaint. When a complaint is received on a working day preceding a holiday or a Saturday, it may be serviced on the next working day. The Contractor shall maintain a facility from which the collection equipment is dispatched and maintained within 35 miles of Monroe Township.

Annually the Contractor will provide the Township with the name, address, services provided, and current rate of all customers serviced under this contract.

Upon request the Contractor shall supply the Board with a report of all complaints, or listing of complaints received by telephone or email and indicate the disposition of each complaint including the day and the hour on which it was resolved. Such records shall always be available for the Board's inspection during regular business hours.

The Contractor shall tag, or photograph items or containers left at Residential Householders that cannot be collected as set forth in the Contract. Upon request the Contractor shall supply the Board with a list of all the addresses that had material that was tagged for non-collection during the month and the reason why.

13. General Conditions

The Contractor shall assign a qualified person or persons to oversee operations in the unincorporated areas of the Township and shall provide the name of such person or persons to the Board.

The Contractor shall provide training in operation safety for all personnel. Each collection crew shall be equipped with a first aid kit.

A strike will not relieve the Contractor from any of the obligations imposed by the Contract.

The Contractor shall not subcontract or assign responsibilities for collection within the unincorporated areas of the Township without the express written consent of the Board.

The Contractor shall provide at least a 10% senior citizen discount to all residential households where at least one resident is age 65 or older and properly provides the contractor with documentation of that fact.

The Contractor shall provide each household that subscribes to recycling collection with a 64-gallon Wheeled Cart to be picked up every other week at the rate provided in the bid. (One extra 64-gallon Wheeled Cart will be made available for recycling upon request from subscriber). The 64-gallon carts will be a distinctive color different than the solid waste cart.

There shall be no fuel cost increases added by Contractor during the term of this contract.

14. Pick Up Location

The Contractor shall make pick-ups at the curb line, edge of pavement, edge of alleys, or alternative areas.

15. Collection Conditions

The Contractor shall provide sufficient equipment of a type to provide pick-up service for all garbage/refuse, recyclables and yard waste from all residential premises of the unincorporated areas of the Township and transportation of such materials to a landfill or other approved site for disposal or treatment.

The Contractor is responsible for cleaning up all leaks and spills of garbage refuse. And shall also be responsible for the cleanup of all hydraulic or other fluids leaked or spilled from collection vehicles. All such clean ups are required to be performed as soon as possible but, in any case, such clean up shall be commenced within eight (24) hours. Contractor is not responsible for blowing litter due to solid waste not being bagged

16. Collection Containers

For Solid Waste Collection the Contractor shall offer to all Households the use of a 64 or 95- gallon container with wheels (also known as a “Toter”) that may be rolled to the curbside by the resident.

The Contractor will be responsible for the collection of reasonable Excess Bagged Waste. Excess Bagged Waste is defined as bagged or contained Solid Waste, Yard Waste, or that is placed outside of the Cart for Solid Waste. Resident set-out of Excess Bagged Waste will be limited to four (4) individual bags or containers, no larger than thirty-five (35) gallons nor exceed forty (40) pounds, per week from each Residential Unit. The Contractor will be asked to notify the Township in the event any resident habitually sets out Excess Bagged Waste, necessitating the need for an additional Cart at the Residential Unit. Residents consistently setting out excess bagged waste will be requested to obtain a second cart.

All trash is to be bagged and secured inside of cart. Plastic bags shall not be greater than thirty-three (33) gallons in capacity and shall not be filled beyond the weight capacity of the bag and shall be securely closed.

The Contractor shall tag all containers which are unauthorized or unserviceable and which do not have serviceable handles for lifting and carrying, have holes in the bottom or are otherwise not suitable for use.

The Contractor shall exercise reasonable caution in handling containers to avoid damaging the containers. Empty containers shall be placed in an upright position at the location where they were picked up. Carts damaged through the fault of the Contractor or normal wear and tear shall be replaced by the Contractor.

17. Garbage and Refuse

Garbage and refuse placed in the 96- or 64-gallon cart provided by the contractor and an excess of four acceptable 33-gallon containers or 33 gallon bags shall be collected by the Contractor except those materials exempted or subject to special treatment under these Specifications.

The Contractor shall not be required to collect animal waste unless it is wrapped and is undetectable by odor.

Refuse of a commercial nature, such as automobile or truck parts; tree trunks, large tree stumps; and earth, sand, bricks, stone, plaster, ashes or other substances that maybe accumulated from building construction, remodeling, alterations and/or yard removal shall not be picked up under the contract. Collection of significant quantities of this type of material shall be classified as extra service and may be handled by the Contractor to the Residential Premises at rates specified by the Contractor with payment made by the resident directly to the Contractor. The conditions and rates for such extra service pick up shall be stated in the Letter to the Board, together with the telephone number to use to request such extra service.

Miscellaneous materials (more than one man size and/or weighing in excess of fifty (50) pounds) such as hot water tanks, sinks, toilets, stoves, mattresses, couches, chairs, etc., shall be collected at no additional charge. The Contractor shall state in the Letter to the Board the method for collection of miscellaneous materials.

White goods are refrigerators, icemakers, window air conditioners, freezers, and other items that contain chlorofluorocarbons (CFC) refrigerant. All white goods are classified as miscellaneous material only after the CFC has been removed and evidence or documentation of the removal has been attached to the appliance. White goods without such CRC removal tag shall be tagged by the Contractor with contact information for a vendor who is qualified to removal such CFCs.

Household hazardous or Hazardous waste shall not be collected by Contractor. In the Letter to the Board the Contractor shall advise the Board of locations that will accept hazardous waste.

Tires and/or lead acid batteries are restricted from the landfill and are unacceptable, the Contractor is not required to pick up these items. In the Letter to the Board the Contractor shall advise the Board if such items will not be collected.

Recyclables

The Contractor will supply each subscribing Residential Unit with one 64-Gallon Wheeled Cart to be used to collect Mixed Recyclables. (extra 64-gallon Wheeled Carts will be made available for recycling upon request from subscriber). Residents may opt into the recycling program as it is not mandatory. The contractor MUST provide recycling to all subscribing recycling customers and fees will be based on the table provided on contract bid form. Each recycle Cart must have a large label/sticker on the lid which identifies the types of Recyclables that residents should put into the Cart. A copy of this sticker must be included in the Contractor's proposal.

Addition Carts

The Contractor will supply additional 96-Gallon Wheeled Carts for Solid Waste and additional 64-Gallon Wheeled Carts for Mixed Recyclables to any resident that requests one. Residents will be instructed to contact the Contractor directly to request the additional Cart and to make the delivery arrangements. The Contractor will charge the residents directly for the additional Cart(s) at the pricing indicated on Bid.

18. Service to Township

The Contractor shall provide the following services weekly unless otherwise noted, free of charge, to the Township:

1. Fire Department, 24 S. Oregon Street, Johnstown OH 43031 - one 4 yard dumpster (must be emptied before 10AM on collection day)
2. Road/Cemetery Department/Township Garage, 7621 Johnstown-Alexandria Rd, Johnstown, OH 43031 – one 6 cu. yd dumpster
3. Johnstown Fire Department Association, 96 E. Pratt St., Johnstown, OH 43031 – one 40 cu. yd container one time annually in June and one wheeled cart weekly
4. Belt Park, Jersey Street, Johnstown, OH 43031 – 12 wheeled carts
5. Road/Cemetery Department/Township Garage, 7621 Johnstown-Alexandria Rd, Johnstown, OH 43031 – one 30 cu. yd dumpster twice annually

These pickup locations are subject to change during the term of the contract. The Contractor shall empty each of these dumpsters on each collection day, or as otherwise provided by the Board, and transport the contents to an authorized disposal site along with residential materials.

19. Bid Price

The bid prices per residential premises, from November 1, 2024, through October 31, 2027, and include all fees and charges. The bidder should submit one price for refuse/trash including yard waste collection and another price for recycling collection and additional carts.

Senior Citizens 65 and older will receive a 10% discount.

The Board may extend the term of this Contract for an additional two (2) three (3) year periods upon mutual agreement with the contractor.

20. Billing and Charges

The Contractor shall be responsible for billing and collecting the bid price from each residential household. Billing and collection costs should be reflected in the bid price.

The charge, which shall be the bid price, shall be prepaid by each residential household every three (3) months or any part thereof upon inception of service. If a residential premises is to be vacant for at least thirty (30) days, garbage and refuse collection service may be suspended for the period during which the premises is vacant by notifying the Contractor at least seven days (7) days in advance of the dates during which the service is to be suspended. If the Contractor is so notified, no charge shall be assessed for the suspension or restart of service. The Contractor will notify the residents as to the appropriate method of notification to request suspension and restart of service.

While the contractor is awarded the sole right to collect residential refuse etc. during the term of the contract, residents who have alternate refuse disposal methods are under no obligation to contract with the contractor.

The Contractor shall be responsible for collection of fees for extra services not covered by the Contract.

21. Performance Bond or Cashire's Check

Successful bidder shall provide a bank cashier's check in the amount of one hundred thousand \$100,000 payable to Monroe Township or bond drawn on a surety acceptable to Monroe Township for the benefit of Monroe Township in the amount of \$100,000; to be held by Monroe Township during the term on this contract. The Performance Bond or Cashier's Check is subject to forfeiture if the trash hauling contract is canceled for cause.

22. Termination for Cause

If the Board determines that, after a fair evaluation and due notice to the Contractor to cure, the Contractor is not performing the duties of the Contract consistent with the terms and obligations set forth herein or if the Board receives, as it may determine, excessive complaints from the residents regarding service issues that remain unresolved within the guidelines contained herein, the Board may cancel the Contract upon thirty (30) days written notice to the Contractor. Provided that, prior to any such a determination by the Board, the Contractor has been offered the opportunity to present evidence to the Board regarding the performance of Contractor hereunder, then any determination of the Board in this regard may be made in the sole discretion of the Board, and the Board shall have no liability to the Contractor for such determination or for termination of this Contract. Upon such cancellation, the Board may pay or reimburse Township residents all or part of the costs incurred by the Board or by Township residents to

obtain a new service provider for the services required of Contractor under this Contract, and Contractor agrees to indemnify the Board for the cost of all such payments or reimbursements, up to the amount of the bond or cashier's check provided under this contract.

23. Termination and Optional Renewal

The Contract term shall be for a three (3) year period commencing at 12:01 A.M., November 1, 2024, continuing until October 31, 2027. At the discretion of the Board, and prior to the date of termination, the contract may be extended in accordance with the requirements of paragraph 19.

Not later than sixty (60) days prior to the termination date of October 31, 2027, the Board may provide Contractor written notice of its desire to extend the term of the contract. Within 30 days of the delivery of such notice, Contractor shall identify whether it agrees to the extension of the term and shall propose a new bid price to apply during the extended term. If such price and extension is acceptable to the Board, the parties shall amend this contract in writing to identify the rate applicable during the extended term; and the Contract will thereafter terminate at the expiration of the extension term or at the discretion of the Board, and prior to the date of termination, the contract may be extended in accordance with the requirements of paragraph 19.

If the first extension is agreed upon, then not later than sixty (60) days prior to the termination date of the first extension (October 31, 2030), the Board may provide Contractor written notice of its desire to extend the term of the contract a second time. Within 30 days of the delivery of such notice, if such price and extension is acceptable to the Board, the parties shall amend this contract in writing to identify the rate applicable during the extended term; and the Contract will thereafter terminate at the expiration of the extension term.

If the Board chooses not to extend the Contract for any additional terms, the Contract will expire at midnight on October 31, 2027.

24. Additional Provisions.

a. This Contract, and the terms and specifications thereof, may be changed only in a writing signed by the Board of Trustees and the Contractor.

b. To the extent not prohibited by law, Board and Contractor agree that the state courts located in Licking County, Ohio, shall be the exclusive tribunals for the determination of disputes regarding the application and performance of the parties hereunder, except to the

extent that the enforcement of this Contract is the subject of a mandatory claim or counterclaim in actions brought elsewhere.

c. Contractor agrees to provide all services required hereunder as an independent contractor and not as an agent, servant or employee of the Board. Contractor shall have exclusive control of, and the exclusive right to control the details of the services and work required under this Contract in accordance with the terms hereof. Nothing herein shall be construed as creating a partnership or joint venture between the Board and the Contractor. No person performing any services described herein shall be considered an officer; agent, servant or employee of the Board of Trustees, and no such person shall be entitled to any benefits available or granted to employees of the Board or the Township.

PROPOSAL BOND

(Not to be filled out if cashier's check is submitted)

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned _____

_____ as principal, and

_____,
as sureties, are held and firmly bound unto the Trustees of Monroe Township, Licking County, Ohio, in the sum of one hundred thousand dollars, (\$100,000), for the payment of which, well and truly to be made, hereby jointly bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED this _____ day of _____, 2024.

The condition of this obligation is such that if the Proposal submitted by the principal to the Board of Monroe Township Trustees, Licking County, Ohio, for residential garbage, refuse, curbside recycling and yard waste collection, transportation and disposal is accepted and a contract awarded to the above-named principal then said principal shall in writing within ten (10) business days after the award of said work, enter into a contract in writing with the Board of Monroe Township Trustees, Licking County, Ohio. Should the Principal fail to enter into such contract in writing within ten business days, then the Proposal Bond shall be forfeited to the Board of Monroe Township Trustees as compensation for damages associated with failure to enter into such contract.

Signatures:

Principal _____

By _____

Title _____

Surety _____

By _____

Title _____

PROPOSAL

**TO: BOARD OF MONROE TOWNSHIP TRUSTEES
LICKING COUNTY, OHIO**

The undersigned hereby proposes and agrees, if this proposal is accepted, to enter into a Contract to furnish all labor, materials and equipment for the collection, transportation and disposal of garbage, trash, refuse, yard waste and recyclable materials from residential premises within the unincorporated area of Monroe Township in accordance with the Advertisement (Notice to Bidders), Information for Bidders, Contract and Specifications therefore (the "Contract Documents") and to furnish a bond or bank cashier's check satisfactory to the Board of Monroe Township Trustees in the amount of one hundred thousand dollars, (\$100,000), as a guarantee for the faithful performance and adherence to the Contract and Specifications; for the following rate:

Solid Waste Collection Rates

Price per Residential Unit per month for weekly collection of Solid Waste with the provision of 96- or 64-Gallon Cart
Nov 1, 2024, \$ _____
Nov 1, 2025, \$ _____
Nov 1, 2026, \$ _____
Seniors 65 and older will receive a 10% discount

Recycling Collection Rates

The contractor MUST provide recycling to all subscribing recycling costumers and fees will be based on the table below. Rates will be adjusted on the tiered pricing quarterly as needed.

Price per Residential Unit per Month for every other week collection of Recyclables with the provision of 64-Gallon Carts.	Price per month based on subscribers		
	1 – 250 Subscribing Customers	251 to 500 Subscribing Customers	501< Subscribing Customers
1-Nov-24			
1-Nov-25			
1-Nov-26			
Seniors 65 and older will receive a 10% discount			

Price for Additional Carts	
Unit price per month	
Solid Waste Cart	Recycle Cart
\$	\$

Current Governmental Fees per ton

- OEPA Generation Fee _____
- Solid Waste District Generation Fee _____
- Solid Waste District Fee In-District _____
- Solid Waste District Fee Out of District _____
- Host Community Fee _____

The undersigned, as bidder, declares that bidder is the only person, persons, company or parties interested in the Proposal and that he/she has carefully examined the Contract Documents. The bidder also acknowledges that he/she or his/her representative has made such investigations as are necessary to determine the character and extent of the work and agrees that if this Proposal is accepted he/she will contract with the Board of Monroe Township Trustees, in the form of the contract hereto attached to provide the necessary labor, materials, machinery, tools and apparatus, and to do all of the work required to complete the Contract according to the requirements of the Township as herein and hereafter set forth.

Name of Company:

Signature

Printed name

Title

Other Interested Parties:

Date

CONTRACT

This contract is made this ____ day of _____, 2024 by and between the Board of Monroe Township Trustees, Licking County, Ohio (the “Board”) and _____ (the “Contractor”).

WITNESSETH:

The Contractor hereby agrees to furnish at Contractor’s own cost and expense all equipment, labor and materials for the collection, transportation and disposal of all garbage, trash, refuse, yard waste and recyclable materials of residential householders according to Advertisement (Notice to Bidders), Information for Bidders, Specifications, Proposal, Proposal Bond, Contract and Performance Bond (the “Contract Documents”) therefore, which are on file in the Monroe Township offices, and which are by reference made a part of this Contract and attached hereto.

All of the equipment, labor and materials shall be furnished according to the Contract Documents and to the satisfaction of the Board, at the price set forth in the accompanying Proposal, which is made a part of this Contract.

The Board, in consideration of the full and faithful performance of the provisions herein, agrees that it will grant to the Contractor the exclusive right to collect garbage, trash, refuse, yard waste and recyclables from residential households in the unincorporated area of Monroe Township for a period from November 1, 2024, to October 31, 2027,; with an option to extend the contract until midnight; October 31, 2030; upon the mutual agreement of both the Contractor and the Board.

It is mutually agreed that the Board shall have the power of termination of this contract if the Contractor fails to comply with the provisions outlined in the Contract Documents. If the Board determines that the Contractor is not complying with the terms of the Contract Documents, it may terminate the contract by giving the Contractor thirty (30) days

notice by certified mail. Upon such termination the Contractor shall forfeit its Performance Bond to the benefit of Monroe Township.

The Board, its successors and assigns, and the Contractor for themselves, their successors, executors, administrators and assigns, have bound themselves to their part of this contract.

Neither the Board nor the Contractor shall assign, submit or transfer its interest in this agreement without the written consent of the parties hereto.

IN TESTIMONY WHEREOF, the said parties hereunto set their hands on the date above written.

MONROE TOWNSHIP:

Monroe Township Trustee Chair

Monroe Township Trustee Vice-Chair

Monroe Township Trustee

Attest: _____
Debra Farley, Fiscal Officer

CONTRACTOR:

By: _____

By: _____

(Contractor must indicate whether a Corporation, Partnership, Company or Individual)

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Now comes the undersigned being _____, (hereinafter the “Undersigned)

The Undersigned agrees to indemnify and hold harmless the Township and each member of the Board of Trustees and Fiscal Officer of the Township and each officer, employee or agent of said Board (and their heirs, executors and administrators) who is made a party or is threatened to be made a party to any litigation, action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a trustee, officer, employee or agent of the Board or is or was serving at the request of the Board, against expenses, attorney’s fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding in connection with any of the activities of trash, recycling, and yard waste removal and disposal service by the Undersigned, or his designee, employee, agent, assign or contractor including, but not limited to, any negligent or intentional act which results in any harm or damage to another or to property of another in connection with the garbage, trash, refuse, yard waste and recyclable collection, transportation and disposal in unincorporated area of Monroe Township. The foregoing right of indemnification shall not be exclusive of other rights or remedies to which such Board or Township official, employee or agent (or their heirs, executors and administrators) may be entitled.

The Undersigned:

_____ print name

_____ Company

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

Seal of Notary
My Commission expires _____.

NON-COLLUSION AFFIDAVIT

State of Ohio

County of Licking

Bid

Identification _____

Contractor _____

Being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of the party making the foregoing bid, such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a; false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company association, organization, bid depository, or to any member of agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed _____

Subscribed and sworn to before me this _____ day of _____.

(seal of Notary)

My commission expires _____.

**DELINQUENT PERSONAL PROPERTY TAX
AFFIDAVIT**

State of Ohio

County of Licking

Bid Identification:

Contractor: _____

BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT HE IS

(Sole owner, partner, president, etc.)

Under oath, pursuant to Section 5719.042 of the Ohio Revised code, that at the time the BID was submitted, our company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Licking County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Licking County, Ohio, the amount of sum due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be as set forth below.

A copy of this statement shall be transmitted by the Fiscal Officer to the County Treasurer within 30 days of the date it is submitted.

Amount of Delinquent Personal Property Tax

\$ _____

Penalties \$ _____

Interest \$ _____

Signed: _____

Print Name: _____

Company: _____

Subscribed and sworn to before me this _____ day of
_____ 2024

Seal of Notary:

My Commission Expires: _____

FINDING FOR RECOVERY AFFIDAVIT

State of Ohio,

County of Licking:

Bid

Identification: _____

CONTRACTOR: _____

BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT HE
IS _____

(Sole

owner, partner, president, etc.)

Under oath, pursuant to Section 9.24 of the Ohio Revised Code, that at the time this BID was submitted, your company was not the subject of an unresolved finding for recovery issued by the Auditor of the State of Ohio.

Signed: _____

Print Name: _____

Company _____

Subscribed and sworn to before me this _____ day of
_____ 2024

(Seal of Notary)

My Commission Expires: _____

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE (A/K/A H.B.694)**

State of Ohio
County of _____

Personally appeared before me the undersigned, as an individual or as a representative of _____ for a contract for _____, Residential Refuse, Recycling and Yard Waste Collection (Individual Name or Name of Entity) (Type of Product or Service)

to be let by Monroe Township in Licking County, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of themselves or of the business entity:

1. That none of the following has individually made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000 to any member of the Board of Monroe Township Trustees or their individual campaign committees:
 - a. myself.
 - b. any partner or owner or shareholder of the partnership (if applicable).
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section.
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2013).
2. That none of the following have collectively made since January 1, 2014, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following collectively will make, beginning on the date the

contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000 to any member of the Board of Monroe Township Trustees or their individual campaign committees:

- a. myself.
- b. any partner or owner or shareholder of the partnership (if applicable).
- c. any owner of more than 20% of the corporation or business trust (if applicable).
- d. each spouse of any person identified in (a) through (c) of this section.
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

Signature _____

Title:

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

Seal

Notary public

My commission expires _____