

ORDINANCE NO. 02-05

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER James E. Singer ON THE 21st DAY
OF March, 2005

AN EMERGENCY ORDINANCE WAIVING THE COMPETITIVE BIDDING REQUIREMENTS OF SECTION 210.01 OF THE ADMINISTRATIVE CODE AND ADOPTING A "REQUEST FOR PROPOSAL" PROCESS IN ORDER FOR THE COUNCIL TO DETERMINE THE ADVISABILITY OF CONTRACTING WITH PRIVATE HAULERS FOR REFUSE AND RECYCLABLES COLLECTION.

WHEREAS, the City of Centerville adopted §210.01 of the Administrative Code which requires competitive bidding in the event of purchases of services the cost of which will exceed \$20,000; and

WHEREAS, this Council deems it advisable to explore the feasibility of contracting out to private haulers the collection of refuse and recyclable materials without being bound to elect said project if, after examining a proposed program, the Council determines it is not in the best interests of its citizens to adopt same while at the same time being able to adopt said program if it determines that same would better benefit its citizens than the present collection system by the City; and

WHEREAS, this Council has determined that the present provisions of the Administrative Code are not broad enough to permit a "request for proposal" process for the examination of the potential benefits of said program; and

WHEREAS, the City of Centerville, Ohio as a charter municipality has full powers of local government as provided in §3, Article XVIII of the Ohio Constitution and §3.01 of the Centerville Charter; and

WHEREAS, the Council of the City of Centerville now desires to exercise said powers by the passage of this legislation.

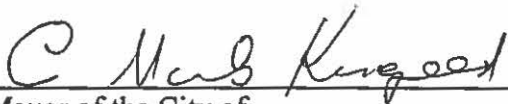
NOW, THEREFORE,

THE MUNICIPALITY OF CENTERVILLE HEREBY ORDAINS:

Section 1. That the competitive bidding requirements contained in §219.01 of the Administrative Code are hereby waived and the procedure set forth in Exhibit "A", attached hereto and incorporated herein is hereby adopted.

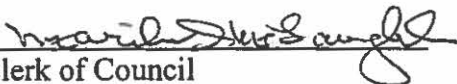
Section 2. This ordinance is hereby declared to be an emergency measure and shall become effective immediately upon passage. An emergency affecting public health is hereby declared to exist by virtue of the fact that a determination of the best procedure for collecting refuse and recyclables must be made as soon as possible.

PASSED THIS 21st day of March, 2005.



Mayor of the City of
Centerville, Ohio

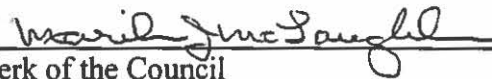
ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. 02-05, passed by the Council of the City of Centerville, Ohio on the 21st day of March, 2005.



Clerk of the Council

Approved as to form, consistency with the Charter
and Constitutional Provisions.
Department of Law
Scott A. Liberman
Interim Municipal Attorney

REQUEST FOR PROPOSALS

**SOLID WASTE COLLECTION AND DISPOSAL
INCLUDING SERVICES FOR TRASH, RECYCLING AND
YARD WASTE**

FOR THE

CITY OF CENTERVILLE, OHIO

PROPOSAL DUE DATE:

FRIDAY, APRIL 8, 2005, 4:30 P.M.

AT

**CITY OF CENTERVILLE PUBLIC WORKS FACILITY
7970 S. SUBURBAN ROAD
CENTERVILLE, OHIO 45458**

CONTACT PERSON:

ROBERT A. JAMES, P.E.

PUBLIC WORKS DIRECTOR

PHONE: 937-428-4725

**PRE-PROPOSAL MEETING WILL BE HELD ON FRIDAY, APRIL 1, 2005,
AT 10:00 A.M. AT THE PUBLIC WORKS FACILITY, 7970 SOUTH
SUBURBAN ROAD, CENTERVILLE, OHIO 45458**

THIS MEETING IS MANDATORY

PROPOSAL DOCUMENT

GENERAL CONDITIONS, INSTRUCTIONS TO CONTRACTORS, INFORMATION

Sealed Proposals will be received by the Public Works Director of the City of Centerville, Ohio, in accordance with all provisions contained in this Proposal document including the specifications. Special conditions or instructions in the specifications shall take precedence over the general conditions.

Submission of Proposals

- a. Proposals shall be submitted on the printed blanks provided for that purpose and bound herewith and must be signed. Proposal forms are to be completely filled out and shall not be detached from this binding. Removal of any part thereof may invalidate the Proposal.
- b. Proposals by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, dab Smith-Jones Company, by John Jones, a partner".

Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind the proposal.

The names of other parties interested in the proposal must be listed.

- c. Each Proposal shall be sealed and addressed to the Public Works Director of the City of Centerville, Ohio, and shall bear on its face the name of the Contractor and the subject of the Proposal.
- d. Proposals received after the date and time specified will not be considered.
- e. Erasures or corrections may invalidate a Proposal unless properly noted over the signature of the Contractor.

Pre-Proposal Meeting

There will be a pre-proposal meeting on Friday, April 1, 2005 at 10:00 a.m. at the City of Centerville Public Works Facility located at 7970 South Suburban Road, Centerville, Ohio. This is a **mandatory** pre-proposal meeting.

Surety

- a. Proposal Bond - each Proposal must be accompanied by a Proposal bond, deposit of cash, certified check or bank cashier's check, drawn on a solvent bank and in the case of a bond, one issued by a surety licensed by the State of Ohio as a surety, payable to the City of Centerville, Ohio, in the amount of ten per cent (10%) of the Base Proposal amount as a guarantee that if the Proposal is accepted, a contract will be entered into and the performance of the same properly secured. The City will determine the sufficiency of the surety. Proposal bonds, checks or cash will be returned to Contractors as soon as the purpose for which given has been fulfilled.
- b. Performance Bond - the Contractor to whom an award is made shall furnish a bond or certified check drawn on a solvent bank and in the case of a bond, one issued by a surety licensed by the State of Ohio as a surety, payable to the City of Centerville, Ohio, in the amount of one hundred percent of the Proposal price for one year as a guarantee for the faithful performance of the contract. The bond shall be renewed each year thereafter and submitted to the City no less than thirty-days (30) prior to the start of the new term. The City will determine the sufficiency of the surety.

Rejection of Proposals

The City reserves the right to waive informalities, to reject any or all Proposals, or to accept any Proposal, which may be deemed to be in the best interest of the City of Centerville.

Evaluation of Proposals

The City shall use, but will not be limited to, the "lowest and best" criteria as stated in the Ohio Revised Code. However, the City may take into consideration other factors not listed in the Ohio Revised Code or contained within this Proposal's specification. The Contractor is encouraged to respond to all aspects of this RFP and provide any additional information or programs that the contractor deems appropriate for the City to consider during the evaluation process.

Withdrawal of Proposals

No Proposal shall be withdrawn within One hundred twenty (120) days after the scheduled time for opening of the Proposals.

Infringements and Indemnification

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

Default Provisions

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

Pricing

Where unit prices are requested and there is a discrepancy in the total amount of the Proposal, the unit prices shall govern. All pricing is to include disposal at the Montgomery County Transfer Station(s) ("MCTS"). No exceptions shall be granted to this provision unless the MCTS is closed.

Interpretation of Proposal Document

If any person contemplating submitting a Proposal is in doubt as to the true meaning of the plans and specifications, he/she may submit to the Public Works Director of the City of Centerville a written request for interpretation thereof. Any interpretation of the proposed specifications will be made only by addenda duly issued, and a copy of such addenda will be mailed to each person receiving a set of specifications. The Public Works Director shall not be responsible for other explanations of the plans and specifications. All parts of these specifications are intended to be explanatory of each other, but in case of misunderstanding or doubt, the interpretation of the City will be final.

Taxes

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

Specifications

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

Discounts

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

Award of Contract .

A contract shall be awarded to the lowest and best Contractor as soon as practicable after the opening of the Proposals, subject to the reservations as stated hereunto and the Contractor to whom award is made shall enter into a written contract with the City of Centerville within ten (10) days of the notification of award. It is the City's intention to have the ability to negotiate any additional services, terms and conditions not covered within this Proposal as long as it does not increase the pricing per unit submitted by the Contractor in compliance with the Proposal documents.

GENERAL SPECIFICATIONS AND INFORMATION

SECTION 1.

It is the intent of this Proposal to solicit responses from Contractors for the collection and disposal/processing of solid wastes and recyclables generated within the corporate limits of the City of Centerville being more specifically defined within this Proposal. It is also the City's intent to request pricing for containerized service for both solid waste and recyclables.

SECTION 2.

It is the City's desire to maintain the same pickup schedule and routes as currently being used. If for any reason the contractor requires a change in the schedule, it will be the contractor's responsibility to notify the residents or businesses affected after first receiving the written approval of the City of Centerville.

SECTION 3.

All waste materials collected by the contractor shall be legally disposed of outside the corporate limits of the City of Centerville at one of the Montgomery County Transfer Stations. The charge for disposal **shall** be included in the rate set forth in the Proposal for each residential unit serviced by the contractor.

SECTION 4.

Contractor's employees shall not at any time exhibit improper or abusive language or unacceptable or improper conduct to the public, or such offender will be removed from the City's route by the contractor upon request by the City. The Contractor will be required to have all employees wear uniforms and all OSHA

required Personal Protection Equipment ("PPE"). Uniforms will identify the company and at a minimum the drivers first name.

SECTION 5.

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment used by the contractor for the collection and removal of waste material shall be kept neat, clean and sanitary and shall be licensed by the local Health Department having jurisdiction within the City.

SECTION 6.

Contractor agrees to handle all containers without abuse and to return all emptied containers to the location where the owner set them. Containers destroyed or removed by the Contractor shall be replaced by the contractor and at the Contractor's expense.

SECTION 7.

Contractor shall indemnify, hold harmless and defend the City, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, its officers or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of Contractor, its agents, servants or employees, in the execution, performance or failure to adequately perform Contractor's obligations pursuant to this contract.

SECTION 8.

Contractor will be held liable for any damage, injury (including death) or destruction based upon, connected with, or related to contractor's waste removal personnel or equipment while performing services for the City. (See Section 18. Contractor's Insurance).

SECTION 9.

Should the City feel compelled to mobilize its own workers to correct problems created by non-compliance with specifications, the contractor will be required to reimburse the City for such funds necessary to complete the work as guaranteed by the contract. The City shall determine such reimbursement and equipment costs necessary to rectify the problem and shall be paid by the contractor within thirty-days (30) of the City's request for reimbursement.

SECTION 10.

The City shall not be responsible for any problems arising at the disposal site as a result of solid waste collected in the City or any other place.

SECTION 11.

Contractor shall agree that if any premises or collections are missed, the contractor shall return to make pickup on that regularly scheduled day, or at the beginning of the next day's route if contractor was notified after that day's route was completed.

SECTION 12.

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

SECTION 13.

Upon completion of the day's routes, the foreman or other assigned representative of the contractor for that particular day will check with an assigned City representative and will address complaints of the day's route. Routes will not be considered complete until all complaints are addressed.

SECTION 14.

If the City feels that the work is not being performed in a satisfactory manner, then the City will so notify the Contractor, who will then immediately rectify the problem area. Excessive complaints or failure to rectify the source of such complaints will be grounds for revocation of the contract.

SECTION 15.

Contractor shall adhere to all laws, ordinances, and other policies that pertain to actions performed for and within the City of Centerville.

SECTION 16.

Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. Contractor shall maintain 1-800 or other toll free telephone service if said calls would otherwise require long distance telephone service.

SECTION 17.

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

SECTION 18.

Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Commercial Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 7. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following expressed obligations:

1) "This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

2) "The following are Additional Insured: The City of Centerville, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess."

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

<u>Coverage</u>	<u>Limits of Liability</u>
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$500,000 aggregate
Automobile Bodily Injury	\$500,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage	\$500,000 each occurrence
Liability	
Excess Umbrella Liability	\$5,000,000 each occurrence

As an alternative to the above, Contractor may insure the above commercial liability and property coverages under a plan of self-insurance. Each insurance policy with respect to public liability insurance may provide for a self-insured retention of an amount of \$250,000 with the result that the Contractor is its own

insurer to that extent. The Contractor's parent corporation may provide the coverage.

SECTION 19.

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the contract and the Contractor shall guarantee performance by the assignee.

SECTION 20.

Contractor shall have the franchise, license and privilege to provide waste collection, removal and disposal services for residential and City facilities as specified within this RFP within the corporate limits of the City.

SECTION 21.

Either the City or the Contractor may terminate with cause the contract within 120 days by registered or certified mail notification to the other party. If the City determines that the work is not being performed in a satisfactory manner, then the City will so notify the Contractor, who will then immediately rectify the problem areas. Excessive complaints or failure to rectify the source of such complaints will be grounds for revocation of the contract.

The City reserves the right to terminate this contract immediately upon written notice by registered or certified mail to the Contractor if the Contractor is adjudged as bankrupt, makes a general assignment for the benefit of its creditors, has a receiver appointed on account of its insolvency or Contractor is unable or unwilling to provide the services required of this agreement due to closure or lack of accessible landfills, labor disputes or any other action that prevents delivery of services.

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

SECTION 22.

Contractor shall be required to keep records and submit reports to comply with the Montgomery County Solid Waste Management District's Annual District Reporting Requirements. These reports will serve as a means to apprise City staff and the Montgomery County Solid Waste Management District of the status of solid waste, recycling, and yard waste composting activities and expenditures. Reporting requirements include, but are not limited to:

A. Quarterly Project Status Report

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

1. Tons of each type of recyclable material collected and recycled and location of processing facility.
2. Tons of Solid Waste collected and disposed and location of disposal facility.
3. Number or percentage of residents participating in the curbside recycling and yard waste programs.
4. Quarters to be reported shall include:
1st Quarter = January, February, March
2nd Quarter = April, May, June
3rd Quarter = July, August, September
4th Quarter = October, November, December

B. Annual Reports

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

PROPOSAL SPECIFICATIONS

SECTION 1.

The City of Centerville's household counts and tonnages for 2003 and 2004 have been estimated at:

- Single residential units receiving curbside service = 6091
- Annual Solid Waste Tonnages for 2003 = 7416 tons 2004 = 7318 tons
- Annual Recycling Tonnages for 2003 = 1593 tons 2004 = 1548 tons

The above listed numbers are for reference only. The Contractor will adjust the invoice as directed by the City to reflect the actual service that is being performed in the City.

A pamphlet entitled "City of Centerville Rates and Regulations for Waste Collection Service" is being provided as part of this Request for Proposal, which adequately describes the current refuse and recycling collection program provided to its residents. As part of the Base Proposal, it is the City's intent for the Contractor to continue this basic service, with the exception of the five-container limit. It should be noted that the City intends to continue its annual leaf collection program with in-house staff. The Contractor shall be required to provide for all other "Special Pickup" items, as identified in the pamphlet.

In September 2004, the City initiated a six-week pilot program to determine the feasibility and efficiency of a fully automated waste collection system for its residents. The program was mandatory and included approximately 800 households, with each receiving one 96-gallon mobile cart for waste collection for the duration of the pilot program. This pilot program did not impact the recycling program. At the end of the program, surveys were sent to each participating household. The results of the survey and other related information are being provided as part of this Request for Proposal in order to assist the Contractor in submitting pricing for Alternate Proposal Item #1.

SECTION 2.

The contract to be awarded shall cover:

- A. A period of five (5) years, with the City reserving the right to request new proposals after the five-year period. The City shall also have the right to extend the contract at one-year intervals for up to a maximum of three (3) years;
- B. This Contract shall be effective upon its execution and performance of such Contract shall begin on or about June 1, 2005;
- C. The three, one-year options shall be mutually negotiated and agreed upon at least 180 days prior to the expiration of the term. At

the end of the initial 5-year term, the Contractor shall be permitted to provide an alternate proposal for the remaining three years instead of renegotiating at the end of each option year;

- D. The proposal price is for a per month charge per residential unit, which includes trash collection and disposal and curbside recycling collection and processing. This proposal price per unit shall be applied to additional units as they are added for the duration of the contract. The proposal price per unit shall also include bulk item pick-up (including appliances containing CFC's, which the contractor will be responsible for removing), designated City facilities (see list) and up to 50 Carryout/Hardship stops (38 currently being serviced by the City);
- E. Proposal prices shall include all applicable existing and anticipated Federal, State, District, and other related fees.

SECTION 3.

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

SECTION 4.

Prior to executing a contract, the Contractor shall be required to present satisfactory evidence that it has been regularly engaged in the business of solid waste removal (including recycling). The City shall also require the Contractor to present satisfactory evidence that it is fully prepared with the necessary capital, material, insurance, machinery, and equipment to conduct the work to the satisfaction of the City of Centerville and to begin promptly when so ordered after the contract is awarded.

SECTION 5.

Contractor shall comply with all applicable requirements of the Montgomery County Solid Waste District Solid Waste Management Plan, and any amendments if and when they are adopted.

SECTION 6.

Payment shall be made monthly to the Contractor for all active and or paid accounts. Such payments to be made upon the certificate of the Finance Director, or other authorized agent of the City. The City will be responsible for all billing to the residents.

SECTION 7.

The contractor shall list educational resources and opportunities available to the City of Centerville and to City residents and community groups. This information will be attached to the proposal.

Furthermore, the Contractor shall develop, in cooperation with and subject to approval by the City, comprehensive literature explaining how the refuse collection and curbside recycling will work, scheduled pick-up routes, holiday information, a thorough description of the recyclable materials that will be accepted, etc. This brochure shall be mailed or delivered by the Contractor to all residential customers at least two weeks prior to implementation of the program and annually thereafter. Additional copies of the literature shall be provided to the City for their distribution.

SECTION 8.

All vehicles that provide collection of trash and recyclables shall have labeling that identifies which of the materials that are being collected. The labeling shall be affixed to the vehicle and must be readily visible to anyone who observes the collection of trash, recyclables, and yard waste. The materials being deposited into the vehicle must match the labeling on that same vehicle.

Any dumpsters/containers provided must also be labeled. The materials being deposited into the vehicle from the dumpster/container must match the labeling on that same vehicle.

SECTION 9.

The Contractor shall be required to submit a proposal price for the purchase of all specified City trucks. The pricing for the City's trucks will be an option for the City to consider and will not be a part of the base proposal amount. However, the City does reserve the right to consider this option in its determination to award if it deems that it is in the best interest of the City to do so.

SPECIFICATIONS **SOLID WASTE**

SECTION 1.

The term "waste material" shall include all municipal solid waste originating from the use of property situated only within the corporate limits of the City of Centerville, Ohio, and more specifically being identified in the following categories:

- A. All solid waste material that size will allow to be placed in a standard rear load or side load hopper.
- B. Large trash items, including, but not limited to, refrigerators, dishwashers, dryers, sofas, chairs, carpet and mattresses; (provisions to remove CFC's shall be made by the waste generator from all appropriate appliances prior to disposal by the waste hauler).
- C. Garbage as defined as organic waste of animal, fish, fruit, or vegetable matter arising from or attendant to the storage, dealing in, preparation or cooking of food for human consumption.
- D. Cold ashes placed in a separate container. Hot ashes will not be accepted.
- E. All brush in small piles or tied in bundles not more than 4 feet in length. Grass clippings, leaves, and other yard trimmings place in suitable disposable or reusable rigid type containers will be accepted.

SECTION 2.

Collection of waste material shall be provided once each week on announced days, for which containers are placed at the curb, edge of street or right-of-way, or at rear of property where applicable. Contractor shall collect and remove an unlimited amount of waste material once each week on the regularly scheduled trash collection day from all residences.

SECTION 3.

All residential garbage shall be placed for collection in plastic bags or watertight metal or plastic containers with lids with a maximum capacity of 35 gallons each and not exceeding 60 pounds in weight per container. Waste material other than garbage may be placed in open containers with handles or in bundles set at the curb.

SECTION 4.

In the event the City elects to award a contract for the containerized mobile cart system, the Contractor shall provide each resident with their choice of a medium (minimum 60 gallon) or large (minimum 90 gallon) two-wheeled mobile cart, or up to two mobile carts of any size combination. The City shall pay the Contractor the proposal amount per unit per month for the first mobile cart, plus the proposal amount per unit per month for an additional mobile cart (if applicable), regardless of the size(s) chosen by the resident. Contractor shall also provide each residence with a recycling bin (minimum 20 gallons). An additional bin shall be provided at the request of the resident at no additional cost. Drainage holes will be in the bottom of recycling bin to allow rainwater to drain out of bin. Color of the recycling bin shall be the discretion of the City. All pricing shall include delivery, maintenance and replacement of containers and bins for the life of the contract.

SECTION 5.

All wooden and paper boxes broken down and/or tied in small bundles will be accepted.

SECTION 6.

Whole waste tires are not to be accepted per current Ohio EPA regulations.

SECTION 7.

Lead acid batteries are not to be accepted per current Ohio EPA regulations.

SECTION 8.

Contractor must remove all materials and contents set out by residents, avoid spilling waste material, and clean up the collection area if the waste is spilled.

SECTION 9.

Collections for residential units shall be made at least once a week, no earlier than 7:00 a.m. and no later than 6:00 p.m., Monday through Friday. The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Collections for such Holidays will be made on the following weekday, along with that day's regularly scheduled routes unless otherwise approved by the City.

SECTION 10.

Special carryout/hardship stops for handicapped and/or elderly shall be acknowledged and acted upon by the contractor as directed by the City. The City currently provides this service on a case-by-case basis, and currently has 38 such accounts.

SECTION 11.

The following City of Centerville facilities shall be provided with collection services as follows with no additional fee to the City. These facilities, locations, and container descriptions are subject to change and are intended as an estimate of said services:

City Facility	Description of Container	# Times per week service in summer	# Times per week service in winter
City Hall, 100 W. Spring Valley Rd.	32 gallon containers	4	4
Public Works Facility, 7970 S. Suburban Rd.	3 yd. container	4	4
Stubbs Park, 155 W. Spring Valley Rd.	3 yd. and outdoor containers	4	4
City Hall Annex Building (behind City Hall)	32 gallon containers	4	4
Asahel Wright Community Center, 26 N. Main St.	32 gallon containers	1	1
Aaron Nutt Cottage, 78 North Main St.	32 gallon containers	1	1
Walton House Museum, 89 West Franklin St.	32 gallon containers	1	1
Benham's Grove, 166 N. Main St.	32 gallon containers	2	2
Police Department, 155 W. Spring Valley Rd.	32 gallon containers	4	4

17 RTA Bus Stops (various locations)	32 gallon containers	4	4
Golf Club at Yankee Trace, 10000 Yankee Rd.	3 yd. container	1	1
Golf Club at Yankee Trace Maintenance Facility	3 yd. container	1	1

Summer service will commence the first of April and conclude at the end of October. Winter service will commence the first of November and conclude the end of March.

The City reserves the right to add other City facilities that will require like or similar service.

**SPECIFICATIONS
CURBSIDE RECYCLING**

SECTION 1.

Contractor shall collect and remove an unlimited amount of recyclable materials once each week on the regularly scheduled trash collection day from all residences.

SECTION 2.

Contractor proposal price shall include the collection of unlimited amounts of residential curbside recyclables. The Contractor is to include the cost of providing the resident with a sticker for their container that indicates that their container is for recycling.

OPTIONAL PRICING ITEM - Contractor shall provide each residence with a recycling bin (minimum 20 gallons). An additional bin shall be provided at the request of the resident. Drainage holes will be in the bottom of recycling bin to allow rainwater to drain out of bin. Color of the recycling bin shall be the discretion of the City. Contractor shall provide bins to new customers within one week of date of notice.

SECTION 3.

Recyclable materials to be collected shall include, but not be limited to, newspapers, magazines, catalogs, telephone books, junk mail, paper cartons, #1, #2, and #6 plastics, and all glass food and drink containers (clear or colored), and aluminum and bi-metal beverage cans.

SECTION 4.

The contractor shall transport the recovered recyclable materials to a central processing site and retain responsibility for the brokering of these materials to their respective markets. At no time shall recovered materials be disposed of in a landfill or incinerator.

PROPOSAL FORMS

See the following attachments. All forms **MUST** be completed and signed where signatures are required.

PROPOSAL GUARANTY AND CONTRACT BOND

(SECTION 153.571 OHIO REVISED CODE)

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

_____ as Principal (Name and Address) and

_____ (Name of Surety) as Surety, are hereby held and firmly bound unto CITY OF CENTERVILLE, OHIO hereinafter called the Obligee, in the penal sum of the dollar amount of the Proposal submitted by the Principal to the Obligee on _____ to undertake the Project known as:

Solid Waste Hauling and Disposal Services

The penal sum referred to herein shall be the dollar amount of the Principal's Proposal to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above on the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the sum amount of _____ dollars (\$ _____).

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.

The CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a Proposal on the above referenced Project:

NOW, THEREFORE, if the Obligee accepts the Proposal of the Principal and the Principal fails to enter into a proper contract in accordance with the plans, specifications, and contract documents; 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 Proposal and such larger amount for which the Obligee may in good faith contract with the next lower Contractor to perform the work covered by the Proposal; or in the event the Obligee does not award the contract to the next lower Contractor and resubmits the Project for proposals, the Principal will pay the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the Proposal, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective Contractors, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the Proposal of the Principal and the Principal within twenty (20) calendar days after the awarding of the contract, enters into a proper contract in accordance with the plans, specifications, and contract documents which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the City of Centerville against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the

plans, specifications, and contract documents therefore; and shall pay all lawful claims of subcontractors, materialmen, 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 materialman 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 said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this 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.

SIGNED AND SEALED this _____ day of _____, 2005

PRINCIPAL:

BY: _____

TITLE: _____

WITNESS: _____

SURETY: _____ SURETY COMPANY ADDRESS

BY: _____
Attorney-in-fact City State Zip

WITNESS: _____

SURETY AGENTS' ADDRESS:

_____ Agency Names

_____ Street

_____ City State Zip

**CITY OF CENTERVILLE
WASTE COLLECTION AND DISPOSAL SERVICES
PROPOSAL**

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

BASE PROPOSAL

Residential Solid Waste Material & Recycling Collection and Disposal.

Contractor to provide unlimited weekly collection and disposal of residential recyclables and waste material including solid waste, large trash items, garbage, brush, and yard debris. Individual residents shall provide containers and/or bags. Also includes collection at listed City facilities. Pricing shall include all fees, tipping fees, dumping fees, or charges of any nature or description to Montgomery County, Ohio for the disposal of all materials collected under the terms of this Contract.

Contract Year 2005 - 2006	\$ _____ per unit per month
Contract Year 2006 - 2007	\$ _____ per unit per month
Contract Year 2007 - 2008	\$ _____ per unit per month
Contract Year 2008 - 2009	\$ _____ per unit per month
Contract Year 2009 – 2010	\$ _____ per unit per month

BASE PROPOSAL - OPTIONAL PRICING ITEM – Additional cost for Contractor to provide each residence with a recycling bin (minimum 20 gallons). An additional bin shall be provided at the request of the resident at no additional cost. Drainage holes shall be in the bottom of recycling bin to allow rainwater to drain out of bin. Color of the recycling bin shall be at the discretion of the City. Contractor shall provide bins to new customers within one week of day of notice.

Contract Year 2005 - 2006	\$ _____ per unit per month
Contract Year 2006 - 2007	\$ _____ per unit per month
Contract Year 2007 - 2008	\$ _____ per unit per month
Contract Year 2008 - 2009	\$ _____ per unit per month
Contract Year 2009 – 2010	\$ _____ per unit per month

ALTERNATE PROPOSAL ITEM #1

Same as Base Proposal, Except with Containerized Mobile Cart System

Contractor to provide each residence with their choice of a medium (minimum 60 gallon) or large (minimum 90 gallon) two wheeled mobile cart, or up to two mobile carts of any size combination. City shall pay Contractor the proposal amount per unit per month for the first mobile cart, plus the proposal amount per unit per month for an additional mobile cart (if applicable), regardless of size(s) chosen by the resident. Contractor shall also provide each residence with a recycling bin (minimum 20 gallons). An additional bin shall be provided at the request of the resident at no additional cost. All pricing shall include delivery, maintenance and replacement of containers and bins for the life of the contract.

Contract Year 2005 - 2006 \$ _____ per unit per month

Contract Year 2006 - 2007 \$ _____ per unit per month

Contract Year 2007 - 2008 \$ _____ per unit per month

Contract Year 2008 - 2009 \$ _____ per unit per month

Contract Year 2009 – 2010 \$ _____ per unit per month

Additional Cost per month for extra Two Wheeled Mobile Cart

 \$ _____ per unit per month

ALTERNATE PROPOSAL ITEM #2

Contractor to purchase the City's current inventory of listed equipment. Equipment shall be available for inspection at the pre-proposal meeting on _____, 2005.

Truck #152 – 1980 Crane Carrier 25 yd. Dempster \$ _____

Truck #153 – 1997 Crane Carrier 25 yd. Dempster \$ _____

Truck #156 – 1998 Crane Carrier 25 yd. Dempster \$ _____

Truck #158 – 1996 Crane Carrier 25 yd. Dual
 Compartment Refuse/Recycle \$ _____

Truck #162 – 1989 GMC Mini-Packer \$ _____

Truck #163 – 1992 Ford Mini-Packer \$ _____

The undersigned signatory represents and warrants that he has full and complete authority to submit this proposal to the City and to enter into a contract if this proposal is accepted.

Company

By (Signature)

Street Address

Name (Please Print)

City, State, Zip Code

Title

Telephone

Date

OPTIONAL PRICING

The Contractor shall provide any pricing discounts to the above pricing that have not been discussed, including but not limited to, discounts for change in route days, one-day service, etc. While the City may consider any option, the Contractors are to keep in mind that the City has the right to negotiate any program changes with the Contractor it deems to be the lowest and best. The award, if any, shall be made based on the "lowest and best" criteria and on the base and alternate proposals required above. The Contract shall also include any statements or terms it would want the City to consider e.g. rates, fees or house counts adjustments, etc.

QUALIFICATIONS

The Contractor shall submit with its response to this RFP information regarding its qualifications. Information shall include, but not be limited to: company history; last year's annual report (must include companies financial information); list of officers; management team assigned to this contract; current and past customer lists; including names and phone numbers of key contacts, dates of contract and estimated annual revenue of contract; and any additional information that demonstrates the companies qualifications.

EDUCATION AND AWARENESS

The Contractor shall submit any information that demonstrates its ability to assist the City with education and communication of the program.

EQUIPMENT AND MATERIALS

The Contractor shall submit copies of literature for the equipment and materials it will use during the term of this contract, including: trucks; two wheeled mobile carts; recycling stickers and containers; etc.

ADDITIONAL SERVICES OR PROGRAMS

The contractor shall submit any additional information on services or programs that could or will be offered to the City during the term of this contract. If responding to this section, all pricing terms shall be submitted with the services and or program.