

NORTHFIELD CENTER TOWNSHIP
SPECIFICATIONS AND BID REQUIREMENTS
GARBAGE AND RUBBISH COLLECTION AND DISPOSAL

I. INTENT AND PURPOSE:

It is the general intent and purpose of the Township of Northfield Center, Summit County, Ohio to provide a comprehensive garbage and rubbish collection system whereby the successful bidder will be awarded the contract to collect and dispose of all garbage and rubbish and special rubbish items from residential units within the Township as specified.

The Township recognizes its responsibility in the areas of public health and sanitation to provide for the prompt and efficient collection and disposal of garbage, rubbish and special rubbish items produced by its residents and desires to enter into a contract whereby substantially all of such service will be undertaken by an independent contractor acting on behalf of the Township to permit more effective and efficient administration of the Township's sanitary requirements. Such service will be available to all residential units in the Township. In order for the Township to engage a contractor who will make available thorough and efficient collection service at the lowest and best possible rates, the Township has determined to advertise for bids for such contract.

The Township shall entertain proposals based on curbside pickup with no recycling, curbside pickup with curbside recycling, or curbside pickup with a locally sited recycling dumpster(s), to provide our residents the most efficient, cost effective, and beneficial service.

II. DEFINITIONS:

1. Residential Unit: The term "residential unit" means the place of abode of a person or persons living separately or as an independent family, including apartments and single family units.
2. Garbage: The term "garbage" means all waste from the preparation, cooking and dispensing of food for human consumption; all fish, fowl, fruit, vegetable, animal or other matter which was intended to be used as food for human consumption including condemned foods, excess fruit from trees, excess vegetables from gardens, and items of a similar nature; and all wastes from the preparation, cooking and dispensing of food for consumption by domestic animals including dogs, cats, and similar pets.
3. Rubbish: The term "rubbish" means all household goods and refuse resulting from normal household activities; rags, glassware, crockery, and bottles, whether broken or not; tin cans, paper, newspaper and magazines, grass cuttings, hedge cuttings, shrubbery trimmings and leaves, incinerator ashes and refuse from paper burners, ashes from heating plants and coal stoves, wood not over forty-eight (48) inches in length, barrels, packing material, carpeting, leather goods, rubber goods, excelsior, straw, metal cooking utensils, toys, porcelain, shoes clothing, cardboard, tree trimmings, trees and tree limbs under forty-eight (48) inches in length; furniture, springs, mattresses, appliances, furnace pipes, ovens, stoves, refrigerators, dishwashers, dryers, water boilers, hot water tanks, plumbing fixtures, trunks, and scrap metals. It is the responsibility of the Resident to comply with EPA regulations, such as those governing the disposal of appliances using or containing Freon

such as refrigerators, freezers, dehumidifiers, and air conditioners, or motorized items using fuels and lubricants, such as lawn mowers, tractors, etc. The term "rubbish" shall not include "special rubbish items".

4. Special Rubbish Items: The term "special rubbish items" means fences, dirt, stones, asphalt, gravel, broken or whole bricks, concrete and other refuse from repairs, alterations or new construction of building and sidewalks, or tree limbs, tree trunks or shrubbery over forty-eight (48) inches in length. Removal of these items requires special arrangement, if feasible, between the Contractor and the Resident. The Resident shall bear any additional charge imposed by the Contractor for the collection of special rubbish items.

5. Recyclables: The term "recyclables" means items that may be recycled as part of a formal recycling program, such as newsprint, paper, glass, certain plastic bottles or containers labeled with the recycling symbol, aluminum or metal food or beverage cans, containers, etc. as determined by recycling industry standards. It is understood that those items considered recyclable may be placed within the same garbage pickup receptacle or bag as all other garbage. It is further understood that depending on the Northfield Center Township Board of Trustees' decision, residents will either have the ability to place their recyclables curbside in separate bags and/or disposable containers of the hauler's choice either on a weekly, bi-weekly, or monthly basis or will be able to place their recyclables in a dumpster located at a specified drop-off location to be designated at the time of the Bid Award.

III. COLLECTION:

1. Weekday Garbage and Rubbish and/or Recycling Collection hours shall be from seven o'clock am (07:00 hrs) to five o'clock pm (17:00 hrs). The collection day(s) shall be specified by the Contractor and may be done in as many weekdays per week as specified by the Bidder to provide weekly pickup of garbage and rubbish. Rubbish collection is to be conducted in each and every week of every residential unit as described from every street, highway, avenue, and public place, once weekly per household, within the Township of Northfield Center (also herein described as Northfield Center Waste Disposal District). Recycling collection shall be either weekly, bi-weekly, monthly per household, or via a designated dumpster upon the decision of the Trustees at the time of Bid Award. If collection is to occur over two consecutive days, the following pickup schedule would be preferred: One day the pickup route would consist of all of Olde Eight Road and each and every street, highway, avenue and public place east of Olde Eight Road; the other day's the pick up would consist of each and every street, highway, avenue, and public place west of Olde Eight Road, in accordance with the bid proposal which is part of the specifications. The Contractor shall make note on the bid forms if he cannot meet this schedule, or note an alternate set of day(s) and schedule for collection. Should the designated day for pick-up fall on a holiday, collection shall occur on the following day based on the regular schedule. All collections are to be made at the curb line except for collections to be made at public places where collection shall be made at a point outside the building or buildings.

2. To be included in the weekly pickup service, and provided with a commercial type of container of sufficient capacity to hold weekly accumulation of refuse from these places, and on a no-charge basis, shall be the following public places, with described container:
 - a. Northfield Center Town Hall Building at 9546 Brandywine Road
Two (2) 96 gal wheeled containers or equivalent
 - b. Northfield Center Fire Station Building at 60 W. Aurora Road
Four (4) yd Dumpster or equivalent
 - c. Northfield Center Road Department Building at 8484 Olde Eight Road
Four (4) yd Dumpster or equivalent
3. Each residential unit scheduled for curbside pick-up, for which the Contractor has the responsibility to collect garbage, rubbish, and special rubbish items, shall provide their own containers.
4. All containers for the storage of garbage or rubbish shall be of the type generally classified as suitable receptacles or plastic bags deemed to be acceptable for the storage of garbage or rubbish. Special rubbish items where appropriate shall be stored in barrels, boxes, garbage cans or similar containers.
5. The containers for the storage of garbage or rubbish for residential units, whether the regulation plastic garbage bags or the specially constructed paper bags, shall not have a capacity in excess of thirty-two (32) gallons.
6. All containers shall be maintained by the resident in a sanitary condition and in compliance with all applicable resolutions, statutes, rules and regulations and provisions of the contract. The Contractor shall be under no obligation to provide collection service to any residential unit failing to provide the type of container specified herein or failing to maintain such containers as specified herein.
7. Property owners/residents shall place the containers near to, but not in the roadway, near to, but not in the driveway. Garbage and rubbish shall be placed at the curb in proper containers in close proximity to each other and in a location easily accessible to the Contractor. Special rubbish items, excluding that which has been heretofore defined as rubbish, shall be placed on the curb or tree lawn.
8. It is understood that for the proper handling of the garbage and rubbish by the Contractor, the Board of Trustees will require that all property owners and /or residents place all garbage and rubbish that can feasibly be placed in containers of not more than thirty-two (32) gallons in size and not weighing more than sixty (60) pounds.
9. Tree trimmings, hedge clippings and similar rubbish shall be cut in lengths not exceeding four (4) feet and shall be securely tied in bundles before being deposited for collection. Newspapers, magazines and other printed matter, if not placed in containers, shall be securely tied in bundles not exceeding sixty (60) pounds in weight.
10. Any items not appropriate for a container shall be placed at the curb in such a way as to facilitate the handling of such item. Items shall be kept contained until the time of pickup.

11. The Contractor shall accomplish the collection in such a manner so that no nuisance shall be created thereby.
12. In the performance of the collection of garbage and refuse materials, the Contractor shall provide an adequate number of personnel to operate each enclosed truck. The collection crew shall travel with the truck and transfer such garbage, rubbish and special rubbish items to the truck. The Contractor's vehicles, when stopping to collect garbage and/or rubbish, shall park in such a fashion as to not completely block passage on the roadway.
13. The Contractor shall place the empty containers upside down at the same location, with the lids next to the containers. Under no circumstances is the Contractor to leave empty containers or container lids in roadways, ditches, nor shall these items block driveways. The Contractor shall take reasonable care and not damage or dispose of the containers or container lids. The Contractor shall be responsible for the replacement of damaged containers and lids caused by their employees.
14. Garbage and/or rubbish spilled or dropped by the Contractor shall immediately be removed by the Contractor. The Contractor shall not be responsible for the results of animal damage to containers or the contents of containers.
15. If recycling is provided curbside, and a recycling container is required, such container shall be furnished by the Contractor. Recyclables shall be picked up on the same day as the regular pickup.

IV. DISPOSAL

1. It is understood that the garbage and refuse material collected herein shall be delivered to and placed in a sanitary landfill or disposal area approved by the appropriate State or County Health agency, the OEPA and the State of Ohio House Bill 592.
2. The method of disposal shall be at the discretion of the Contractor, provided, however, that such disposal shall be in accordance with the State Solid Waste Management Plan, which was developed in accordance with State of Ohio House Bill 592, the solid waste law effective on June 24, 1988. The major goals of H.B. 592 are to reduce reliance on landfills and to increase solid waste reuse, recycling, and minimization, and that such disposal shall be at a sanitary landfill approved by the State of Ohio, Ohio E.P.A., and County Board of Health in which such landfill is located. Furthermore, no intermediate processing, transfer or handling of such garbage, rubbish, or special rubbish items shall occur within the Township unless written approval of such processing, transfer or handling has been given by the Board of Trustees of Northfield Center Township.

V. INVOICING AND PAYMENT

1. The Contractor shall provide direct billing and collection of each resident participating in the waste collection program and shall maintain adequate records suitable for electronic transmission to the Township via Microsoft Excel spreadsheet or industry standard database file and shall initially and periodically supply upon request a current spreadsheet or database compilation of the names, addresses and phone numbers of all residents receiving the service.
2. The Contractor is encouraged to provide a Customer Service Email address to all participants and there Township shall receive copies of all emails at its townhall@northfieldcenter.com
3. The Contractor shall provide categories for recycling billing rates as follows:
 - a. Weekly, Twice-Monthly, and Monthly Standard Rate Curbside Single Family Residential Unlimited Pickup;
 - b. Weekly, Twice-Monthly, and Monthly Senior Discount Rate Curbside Single Family Residential Unlimited Pickup;
 - c. One dumpster
4. Upon request, in advance, by a participating resident that collection be stopped for a period of time, such as due to extended seasonal vacations, the Contractor shall adjust the resident billing to reflect that service was not provided for that period of time. The minimum period of time that may be adjusted shall be two (2) weeks. If the Contractor chooses to allow adjustment for a one (1) week period the Contractor shall so indicate on the bid form.
5. The Contractor shall specify any Senior Citizens discounts, and the requirements for these discounts, and shall bear the responsibility of verification and administration of the discount.
6. The Contractor is expected to bill for service on a quarterly (3 month) basis determined by the contract starting date of September 01, 2008. The Contractor is encouraged to offer, and shall so indicate on the bid proposal, discounts for optional multi-quarter pre-payment if so chosen by participating residents.
7. The Contractor is encouraged to offer billing payment by electronic funds transfer, auto pay program, or other electronic means and may offer discounts to participants utilizing such methods to reduce billing paperwork. Discounts offered for participation in such programs shall be indicated in the bid proposal.
8. The Contractor is encouraged to provide on-line account access by participants to view their payment history, initiate or service electronic transactions, etc.
9. The Contractor shall be responsible for all delinquencies as is his usual custom in the course of his regular business operations and in his best judgment consistent with ethical business practice. The Contractor may certify the delinquent accounts to the Township for the Fiscal Officer to annually certify the delinquent list to the county pursuant to ORC 505.33 to the tax duplicate. If the Township collects such amounts, during the term of the contract, it shall forward such sums to the Contractor. The Township takes no responsibility for the collection of any accounts and the Contractor shall indemnify and hold harmless the Township from any such liability.

VI. RESIDENT NOTIFICATION

1. The Contract shall be awarded, based on the direct billing by the Contractor, and the Contractor shall take the responsibility and expense of notifying the residents of the Township of Northfield Center of the following:

- a. Change in billing format;
- b. Pickup day for residential pickup;
- c. Pickup schedule for affected holidays;
- d. Specific guidelines pertaining to the Contractor;
- e. Any other pertinent information deemed necessary, including guidelines for the disposal of appliances using or containing EPA regulated materials, such as Freon, fuels, or lubricants, or Special Rubbish Items.

VII. COMPLAINTS AND INQUIRIES

1. The Contractor shall provide a non-toll telephone exchange service and shall further be prepared to receive customer calls between the hours of 8:30 am and 4:30 pm daily. An outside contracted answering service is deemed insufficient to comply with this provision. A customer service e-mail account is optional, but is strongly recommended, to provide for traceable communications and for use after normal working hours.

2. Non-routine complaints and problems, in particular regarding safety and EPA requirements pertaining to leakage or spillage, shall be promptly transmitted to the Town Hall, by telephone if a dangerous or emergency condition exists, and also via e-mail to the designated Town Hall account, with a prompt follow-up description of the resolution of the complaint or problem.

3. All complaints shall be resolved within forty-eight (48) hours. The Contractor shall supply upon request the Township of Northfield Center with copies of all complaints on a form approved by it and indicate the disposition of each. Such records shall be available for Township inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and hour on which it was resolved. When a complaint is received on the day preceding a holiday or Saturday/Sunday, it shall be serviced on the next working day. In lieu of written complaint forms, a Microsoft Excel spreadsheet or industry standard database file may be maintained and transmitted electronically to the Township on a regular basis, but not less than monthly. The report shall be received by the Township by the end of the first full week of the new month.

4. The Contractor shall upon request from the Township Administrator immediately adjust any and all complaints. In the event of a difference of opinion as to the validity of any complaint, the decision of the Township Administrator shall be binding upon all parties.

5. In the event that a dispute between the Contractor and the Township Administrator arises as to what will or will not be removed from the dwelling or multiple dwelling, the Township Administrator will be the sole judge as to what is to be done, taking into consideration the practices of good standard health requirements as required by the Township Zoning Resolution or Ohio State Health Laws.

VIII. RECORDS AND INSPECTION

1. The Contractor shall maintain proper and adequate records relating to the collection of garbage, rubbish, and special rubbish items for the Township of Northfield Center. Upon reasonable notice by the Township Administrator, the Contractor shall make available for inspection the books relating to the work performed for the Township of Northfield Center at any time during regular business hours.
2. The Contractor shall provide, upon request of the Township Administrator, the weekly number of service stops of each different class or charge basis within the Township.
3. The Contractor shall provide, upon request of the Township Administrator, the weekly net tonnage of each different class of material disposed of as well as a yearly report.
4. The Township through its Administrator and Zoning Inspector shall make every attempt to notify the Contractor of all new residences occupied subsequent to the award of the contract as may come to their attention. However, it shall be the sole and ultimate responsibility of the Contractor to maintain a complete and current list of residential units served and any other such information necessary for him to conduct thorough and efficient billing practices for the residential units actually served.
5. The Contractor is advised that ongoing subdivision construction is occurring in the Township. The developments consist of traditional single-family homes and condominium or other association-based groups that may contract for waste removal as a group independent of Northfield Center. . The Contractor shall be responsible for notification of the respective condominium or other owner's associations to solicit for their business.
6. The Township shall make available to the Contractor, upon award of the contract, a list of all known residential units participating in or available to participate in the waste disposal program currently in place to assist the Contractor in the billing changeover. The information may be provided in printed format or by electronic means as mutually agreeable. All information supplied by the Township shall be that used in the current account billing and is believed to be accurate and complete, but cannot be guaranteed to be accurate or complete. It shall be the sole and ultimate responsibility of the Contractor to verify to his satisfaction all account and billing information as necessary.
7. The Contractor shall make available to the Township by electronic means, upon request or otherwise at least quarterly, the complete list of active accounts, inactive accounts, and all current name and address information necessary, using a common spreadsheet or electronic database format suitable for importation into Microsoft Excel. This information shall be provided without reservation, limitation, or charge. The Contractor shall provide this information to the Township in suitable electronic format with each update.

IX. EXPERIENCE

1. Each bidder shall submit with his proposal evidence satisfactory to the Township that he has the necessary resources and experience to operate a garbage and rubbish collection system pursuant to the conditions of the contract and specifications including, but not limited to the following:

- a. That the bidder maintains a permanent place of business;
- b. That the bidder has suitable financial means to meet obligations incidental to the performance of the contract;
- c. That the bidder maintains or contracts with a service department or firm qualified to make all repairs or adjustments that may be required on the equipment to be used under this contract;
- d. That the number of employees proposed to be used in the performance of this contract is sufficient and details the duties and responsibilities of the various classes of employees;
- e. That the bidder fully discloses the municipalities or other subdivision where the bidder has operated a garbage and rubbish collection system and the period of time such system was or has been operated in each subdivision.

X. EQUIPMENT

1. The Board of Trustees may require that the said bidder submit a bill of sale showing that he is the owner of his equipment or that he has made or is financially and legally able to make arrangements for the availability of such equipment. Should the bidder, upon request, fail to show his equipment for inspection or the availability of such equipment to the Township Administrator or should the Township Administrator find that the said equipment is not satisfactory and sufficient to do said work, the Board of Trustees then shall have the right to reject the bid of such person on the grounds that the said bid is not submitted by a responsible bidder.

2. The Contractor shall use "packer" type trucks which will be covered at all times with a heavy metal or tarpaulin cover for all removal of garbage and rubbish and such special rubbish items which can be removed by a "packer" type truck. For the collection of special rubbish items, which cannot be removed by a "packer" type truck, the Contractor shall use trucks, which shall be covered, as far as practical, or otherwise control the movement of loaded rubbish so that no littering of streets or surrounding areas shall occur during collection.

3. The equipment shall be maintained in such condition that collection can be made for all customers on the schedule hereinafter mentioned. The timely collection pursuant to such schedule is essential to the public health, safety and welfare of the residents of the Township of Northfield Center. Any substantial failure to perform the contract pursuant to its terms and requirements, provided such failure is not due to war, insurrection, riot, act of God, or similar cause beyond the Contractor's control, shall give the Township the right to take such action at law or in equity as will void the contract.

4. Each collection vehicle shall be identified by the trade name of the Contractor and his local business telephone number and such letters shall be plainly visible and not less than three (3) inches high.

XI. SANITARY REGULATIONS AND LICENSES

The Contractor shall perform the contract in compliance with all applicable ordinances, resolutions, statutes, and rules and regulations now existing or as hereafter enacted or promulgated. In addition, the Contractor, at his expense, shall acquire and file any and all licenses, permits, and certificates upon proper application.

XII. EQUAL OPPORTUNITY EMPLOYER

The Contractor shall not discriminate against any person employed by or seeking employment with the Contractor because of race, creed, color, sex or national origin and shall employ with all applicable ordinances, statutes and regulations of the Township, State or Federal Government, relating to equal employment opportunities.

XIII. WORKER'S COMPENSATION

The Contractor shall at all times during the term of the contract comply with Worker's Compensation Laws of the State of Ohio, shall pay such premiums as may be required thereunder, and shall save the Township harmless from any and all liability arising from or under said laws. The Contractor shall furnish, at the time of execution of the contract and annually as of the anniversary date of such contract, proof of compliance with said laws satisfactory to the Township Administrator.

XIV. INDEMNITY AND INSURANCE

1. The Contractor shall indemnify and save harmless the Township and all of its executives, representatives, officers, agents, employees, successors and assigns, jointly and severally, of and from all manner of losses, suits, actions, payments, costs, charges, damages, judgments, or claims and demands of any character, name or description occasioned by or attributable to any injuries or damages received or sustained by any person, persons, or property by reason of any act, omission, neglect or misconduct of said Contractor, his agents or employees in the performance of and under the contract, including any injuries or damages received or sustained by any customer arising out of any contractual relationship existing between such customer and the Township and/or Contractor relating to providing the collection and disposal service.
2. The Contractor shall at the time of execution of the contract furnish the Township with a copy of an endorsement of his public liability and property damage insurance covering all trucks and other equipment to be used in performing the contract, and of his public liability insurance policy covering bodily injury to third parties, such endorsements are to name the Township of Northfield Center as co-insured with the Contractor under said insurance policies. The limits of such insurance for bodily injury shall not be less than two million dollars (\$2,000,000.00) for each person, and not less than four million (\$4,000,000.00) per year aggregate, and for property damage shall not be less than two million dollars (\$2,000,000.00) for each accident, and four million (\$4,000,000) per year aggregate.
3. Such insurance shall be maintained in force by the Contractor, at his expense, throughout the term of the contract and any renewal term, and certificates of such insurance shall be provided to the Township at the expiration of each policy term.

XV. TERM OF CONTRACT

1. The Contract for services shall be for a period of either a three (3), four (4), or five (5) year period of time, commencing on September 01, 2008, and expiring on August 31, of either 2011, 2012, or 2013, depending on the option selected by the Board of Township Trustees for the duration of the Contract at the time the contract is awarded.
2. The Contractor shall not assign, underlet, or sublet this contract or any part thereof, without the written consent of the Board of Trustees of Northfield Center Township, and in the event that such consent of the Board of Trustees of Northfield Center Township be obtained, the Contractor and its Surety shall be liable for the faithful performance of this contract for the remainder of the term.

XVI. RATES

1. Each bidder shall submit his proposal to the Township with a rate schedule for providing pickup service to each class of curbside and non-curbside residential unit.
2. The Contractor shall provide categories for flat-fee and surcharge billing rates as follows:
 - a. Standard Rate Curbside Single Family Residential Unlimited Pickup;
 - b. Senior Discount Rate Curbside Single Family Residential Unlimited Pickup;and for each recycling option.
3. The bidder shall provide as a total per unit charge or additional per unit charge for optional curbside recycling for the categories of billing rates.
4. No increase in rates shall be considered during the term of the contract unless State statutes are adopted which significantly affect rubbish collection rates, and shall only be acceptable after a ninety (90) day notice.
5. The bidder is expected, before submitting a proposal, to familiarize himself with the Township and to base his bid on the number of residents served.
6. A listing of current service categories and counts in each class participating or available to participate is included in the bid package for informational purposes only to assist the bidder in developing his proposal. The Township does not and cannot guarantee service counts to the Contractor.
7. The bid rate schedule shall reasonably reflect actual costs attributable to each class of service, such that no class of service shall be used to materially subsidize another class or classes of service.

XVII. PROPOSAL

1. Bid proposals for a contract to collect and dispose of all garbage, rubbish, and special rubbish items, optionally including curbside or sited recycling container, produced or originating from the aforementioned residential units will be accepted in a sealed opaque envelope addressed to the Board of Trustees of Northfield Center Township and marked "GARBAGE AND RUBBISH COLLECTION Bid Proposal" at the office of the Administrator of Northfield Center Township, 9546 Brandywine Road, Northfield Center, Ohio 44067-2408, until July 7, 2008 at 4:00 pm. Bids will be publicly opened and read aloud at the Board of Trustees Regular Meeting of July 7, 2008 at 7:00 pm, in the Town Hall.
2. The firm, corporation, partnership, joint venture, or individual name of the bidder must be signed by the bidder or an authorized officer, agent, or employee in the space provided for the signature of the proposal blank. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized. In the case of a partnership, the signature of an attorney-in-fact accompanied by Power of Attorney shall be duly attached to the bid.
3. All bidders are required to use the printed bid forms set forth in the bidding documents, attaching additional pages as necessary, and shall submit a bid for a minimum period of three years and include provisions for extension of the original contract term for one or two additional year(s), to commence upon the expiration of the previous term.
4. The Contractor shall, before submitting a proposal, familiarize himself with the Township. It is the express purpose of the Board of Trustees not to have any of the current standards diminished. Spillage, either during collection or during haul, is detrimental to the public health, and therefore will not be permitted.
5. It is understood and agreed that the Contractor bid unit price shall be based upon the number of residential units presently within the Township at the time that the contract is executed. The Township provides estimates of the current approximate number of such residential units available strictly for informational purpose only, and the actual number of units that may participate in the future is variable and not guaranteed. The residential unit count is included as part of this bid package.
6. The Contractor may be actively involved in a recycling program in conformance with the State Solid Waste Management Plan developed by the Ohio EPA and in accordance with State of Ohio House Bill 592, the solid waste law effective June 24, 1988. The major goals of H.B. 592 are to reduce reliance on landfills and to increase solid waste reuse, recycling, and minimization. The Contractor shall specify which items will be involved should a recycling component be chosen as part of the waste disposal program, and shall submit prompt updates if and when the list of recyclable items is changed.

XVIII. BID BOND

Each proposal must be accompanied by a bid bond, signed by a surety company authorized to do business in the State of Ohio, in the sum of ten percent (10%) of the bid amount for one (1) year of the Contract, or, in lieu thereof, by a certified check on a solvent bank drawn and made payable to the Township of Northfield Center in the sum of ten percent (10%) of the bid amount for one (1) year of the Contract, as a guaranty that, if the bid is accepted, a contract will be entered into and the performance of it properly secured. The bond or certified check of unsuccessful bidders shall be promptly returned to such bidders following the award of the contract. Upon execution of the contract and the posting of a proper performance bond and filing the required insurance certificates by the successful bidder, his bid bond or certified check shall be returned. If the successful bidder fails to sign a written contract and post a proper performance bond and insurance certificates with the Township within ten (10) days after the date of the award of the contract, the Township shall be entitled to the bid bond or certified check as liquidated damages.

XIX. PERFORMANCE BOND

Within ten (10) days after the contract has been awarded, the successful bidder shall submit a performance bond, signed by a surety company authorized to do business in the State of Ohio, and as approved by the Summit County Prosecutor's office, in the amount of one hundred percent (100%) of the bid amount for one (1) year of the Contract, to be renewed annually for the duration of the Contract. Such performance bond shall cover performance of the contract for the term thereof.

XX. DEFAULT AND RECISSION:

1. It is expressly understood that the diligent execution of the terms of this contract is extremely important to the preservation of the public health, and upon default of the Contractor for any reason whatsoever, the Township reserves the right to immediately employ the necessary men and equipment to remove the said material and to charge the cost incurred thereof to the Contractor, holding the Contractor and his Surety responsible for said cost.
2. It is expressly agreed that in the case of default, in addition to the actual cost of the collection and disposal of all material, that the Township shall charge to the Contractor and his Surety the sum of Two-Hundred Dollars (\$200.00) per day which is not to be considered as a penalty, but is to defray the cost of the supervision of the work made necessary by the default of the Contractor.
3. Should any default be made in any of the agreements herein on the part of the Contractor, the Township reserves the right to rescind this contract and terminate the same by giving ten (10) days notice in writing to the Contractor of the intention of the Board of Township Trustees to do so, which notice shall state the cause of the said default. After the ten (10) days notice referred to heretofore, the Board of Township Trustees will give the Contractor a hearing, and after the hearing the determination of the Board of Township Trustees shall be absolute and final. Upon the rescission of the said contract, all rights of the Contractor in said contract shall cease and terminate, and the Township shall forthwith have the right to substitute services and additionally the Township shall hold the Contractor and his Surety liable for any and all extra damages that the Township may suffer by virtue of the rescission of said contract.

4. This rescission provision is made on account of the vital interest of the Township in the public health and welfare of the inhabitants which necessitates that this contract be carried out strictly according to the letter and spirit of the terms herein set forth. To have a contractor who would violate his contract with the Township would threaten the public health of the Township of Northfield Center.

XXI. NOTICE

The terms of the Legal Notice for Bids are hereby incorporated by reference herein.

XXII. DELINQUENT TAX STATEMENT

In accordance with Ohio Revised Code 5719.042, the bidder affirms, under oath, that the bidder has no delinquent property taxes in Summit County prior to the time this Contract is entered into.

XXIII. NON-COLLUSION AFFIDAVIT

The bidder shall execute the Non-Collusion Affidavit.

XXIV. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid at any time prior to the scheduled time for opening of bids.

XXV. REJECTION OF BIDS

The Board of Township Trustees reserve the right to reject any and all bids, to waive informalities or irregularities in the bids received, to accept any bid which is deemed to be most favorable to the Township and its residents in order to meet the Township's responsibility to provide for the prompt and efficient collection and disposal of garbage, rubbish, and special rubbish items produced by its residents.

XXVI. AWARD OF CONTRACT

1. The Board of Township Trustees reserves the right to waive informalities or irregularities in the bids received and to hold and study all bids for a period not to exceed thirty (30) days, and during which time bidders may be required to furnish additional information as to satisfy the Board. The said bidder is to be adequately prepared to fulfill the terms of the contract.
2. The Board of Township Trustees reserves the right to accept any proposal made for the contract in whole or in part at any time within thirty (30) days after the date of receiving same in accordance with the individual bids outlined in the attached schedule.
3. The Board of Township Trustees reserves the right to reject any or all bids if deemed in the best interest of the Township of Northfield Center.

4. The Board of Township Trustees reserves the right to award the contract to the person or persons who can best show proficiency in the work proposed by past experience and deemed by the Board to be best qualified to efficiently perform the work required.

BY ORDER OF THE BOARD OF TRUSTEES OF NORTHFIELD CENTER TOWNSHIP

Board of Trustees, Chair Date

Township Fiscal Officer Date

Northfield Center Township Garbage and Rubbish Collection Waste Disposal Program Schedule of Rates – Page 1

Company Name: _____

Officer Signature: _____

Using the categories described below, please complete the following rate tables with your proposed rate structure for the indicated services periods, which shall consist of a minimum three (3) year contract, with the Township having the option to elect one or two additional years at its sole discretion. Therefore the contract will be awarded for either a three (3), four (4), or five (5) year period of time, commencing on September 1, 2008, and expiring on August 31, of either 2011, 2012, or 2013, depending on the option selected by the Board of Township Trustees for the duration of the contract at the time the contract is awarded.

The categories of service are:

- a. Standard Rate Curbside Single Family Residential Unlimited Pickup;
 - b. Senior Discount Rate Curbside Single Family Residential Unlimited Pickup;
- with either no recycling, curbside recycling, or recycling at a Township site using Contractor provided dumpster(s).

Monthly Charge Structure:		Table 1		
No Recycling / Single Family/ Residential / Unlimited Pickup				
>>>Indicate total monthly basic charge for service level indicated.				
>>>Indicate total monthly charge or surcharge to basic rates. Use “-“ if discounted.				
Class of Service:	3 year term	Year 4	Year 5	
a. Standard Rate Curbside				
b. Senior Discount Rate Curbside				

Monthly Charge Structure:		Table 2		
Curbside Recycling / Single Family/ Residential / Unlimited Pickup				
>>>Indicate total monthly charge or surcharge to basic rates. Use “-“ if discounted.				
Class of Service:	3 year term	Year 4	Year 5	
a. Weekly Standard Rate				
b. Twice Monthly Standard Rate				
c. Monthly Standard Rate				
d. Weekly Senior Rate				
e. Twice Monthly Senior Rate				
e. Monthly Senior Rate				

Please note: Twice Monthly Recycling Curbside Collections will be on the same weekday, two weeks apart. For example, the 1st & 3rd Mondays.

**Northfield Center Township Garbage and Rubbish Collection Waste Disposal Program
Schedule of Rates – Page 2**

Company Name: _____

Officer Signature: _____

Monthly Charge Structure:

Table 3

Township Dumpster Recycling

This option will be considered if Curbside Recycling is declined, and the Township instead chooses to offer recycling only at a designated Township location(s). Please describe options and terms offered for one or more recycling dumpsters, as appropriate, to be located at a designated Township location(s), such as at the Maintenance Yard at 8484 Olde Eight Road, where residents may recycle paper, glass, aluminum cans, plastics, etc., by mutual agreement of the Township and the Contractor. List all site requirements to accommodate recycling dumpster(s) and all pertinent financial details.

**Northfield Center Township Garbage and Rubbish Collection Waste Disposal Program
Miscellaneous Information and Optional Items – Page 1**

Company Name: _____

Officer Signature: _____

1. List the municipalities or other subdivision where the bidder has operated a garbage and rubbish collection system, contact, and the period of time such system was or has been operated in each subdivision.

Municipality	Contact / Title / Phone Number	Service Dates
--------------	--------------------------------	---------------

2. List current refuse collection equipment owned by the bidder, age of equipment, and where it is maintained, that will be used to serve Northfield Center Township:

3. List the locations of the recycling facility and the sanitary landfill to be utilized for the disposal of refuse collected in Northfield Center Township

4. List the type of recyclables that may be recycled should a recycling option be selected:

5. The minimum period of time for temporary “Stop Service” upon request of the resident due to “out of town” with pro-rated billing shall be two (2) weeks minimum. Contractor shall indicate below if a one (1) week option will be permitted: (Circle Choice “Y/N” below.)

Optional Minimum “Stop Service” Pro-Rated Discount: One (1) Week Allowed?: Y / N

**Northfield Center Township Garbage and Rubbish Collection Waste Disposal Program
Miscellaneous Information and Optional Items – Page 2**

Company Name: _____

Officer Signature: _____

- 6. Will a Customer Service Center e-mail account be available? (Circle One): Yes / No
- 7. Will payment by electronic funds transfer be available? (Circle One): Yes / No
Indicate discount offered for payment by electronics funds transfer, if any: _____
- 8. Will payment by auto pay program be available? (Circle One): Yes / No
Indicate discount offered for payment by auto pay program, if any: _____
- 9. Will payment by credit or debit card be available? (Circle One): Yes / No
Indicate discount offered for payment by credit/debit card, if any: _____
- 10. Will on-line account access be available to participants to view their payment history, initiate or service electronic transactions, etc.? (Circle One): Yes / No
- 11. The Contractor is expected to bill single family accounts on a quarterly (3 month) basis determined by the contract starting date of June 01, 2008. Will the Contractor offer discounts for optional multi-quarter pre-payment if so chosen by participating residents?(Circle One): Yes / No
Indicate discount structure offered for such pre-payment, if any: _____
- 12. Indicate the pickup day(s) that Northfield Center Township will be serviced:
(Circle Pickup Day(s)): Monday Tuesday Wednesday Thursday Friday
- 13. List all points of difference where the subject bid proposal of the Contractor does not comply with the specifications as set forth above. If none, so state. Furthermore, include any and all alternative proposals the bidder may wish to make to better serve the residents of Northfield Center Township, including all requirements, charges, and terms. Creative and cost effective proposals to achieve a degree of recycling are encouraged. Clearly describe features. Use additional sheets if necessary.

**Northfield Center Township Garbage and Rubbish Collection Waste Disposal Program
Current Estimated Unit Counts and Participation Counts**

to be revised if necessary

<u>Northfield Center Township Waste Disposal Participation</u>	
<u>Counts of Service Categories</u>	Est. Units
Estimated Regular Single Family	<u>Total</u> 1,439
Estimated Senior Single Family	265
Total:	1704
<p>There are approximately other 40 residences with suspended pickup because they were out of town for the winter.</p>	
<p>Northfield Center Condominiums and Brandywine Preserve Homeowners do not participate in the Township's Garbage and Rubbish Collection.</p>	
<p>NOTICE: The information provided above is strictly for informational purposes to assist bidders to determine the likely scope of the work involved, and typical and possible maximum service counts. The information provided above is typical and has been consistent over a number of months. Development occurring in the Township will result in additional future customers electing to use the selected Contractor. The Township does not and cannot guarantee service counts to the Contractor. The Township will attempt to notify the Contractor of each and every new resident that it becomes aware of, but shall not be responsible for any failure to notify the Contractor. Refer to the specifications for additional information.</p>	

Northfield Center Township Garbage and Rubbish Collection Waste Disposal Program

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the bidder; if the bid is made by a corporation, then by the properly authorized agent.

STATE OF OHIO _____) SS
COUNTY OF _____) SS

Officer Name / Title

Name of Entity Represented

Street

City / State / Zip

being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of _____ the party making the foregoing bid; that 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 any bidder, or anyone else to put in a sham bid, or that any one shall refrain from bidding, that said bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with any one to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one 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 divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the said bidder in his general business; and also that no head of any department or any employee therein, or any officer of the Township of Northfield Center, County of Summit, Ohio is directly or indirectly interested therein.

Signed / Officer Title / Date

Subscribed and sworn to before me this _____ day of _____ 2008

Seal of Notary

Notary Public

**Northfield Center Township Garbage and Rubbish Collection Waste Disposal Program
Bid Bond Calculation Worksheet**

Company Name: _____

Officer Signature: _____

From Section XVIII. BID BOND

Each proposal must be accompanied by a bid bond, signed by a surety company authorized to do business in the State of Ohio, in the sum of ten percent (10%) of the bid amount for one (1) year of the Contract, or, in lieu thereof, by a certified check on a solvent bank drawn and made payable to the Township of Northfield Center in the sum of ten percent (10%) of the bid amount for one (1) year of the Contract, as a guaranty that, if the bid is accepted, a contract will be entered into and the performance of it properly secured.

#

Instructions: Bid Bond shall be 10% of the estimated total cost of the first year of service based on the current active counts of single family Standard Rate and Senior Discount Rate quoted for the three (3) year contract term using the monthly rates from Monthly Charge Structure Table 1/ No Recycling / Service Classes: a. Standard Rate; and b. Senior Discount Rate.

At Standard Rate:

$(\$ \frac{\text{_____}}{\text{Month/Unit}}) \times (12 \text{ Months / Year}) \times (1,328 \text{ Units}) = \$ \frac{\text{_____}}{\text{Year}}$
(Insert monthly rate)

At Senior Discount Rate:

$(\$ \frac{\text{_____}}{\text{Month/Unit}}) \times (12 \text{ Months / Year}) \times (320 \text{ Units}) = \$ \frac{\text{_____}}{\text{Year}}$
(Insert monthly rate)

Total First Year Estimated Contract Cost = \$ _____/Year

Bid Bond Amount Enclosed = 10% of First Year Cost = \$ _____

Bid Bond Type: (Circle Type) **Surety Bond** **Cash Bond**

Northfield Center Township Garbage and Rubbish Collection Waste Disposal Program**LEGAL NOTICE TO BIDDERS**

Notice is hereby given that the Board of Trustees of Northfield Center Township will accept sealed bids for GARBAGE AND RUBBISH COLLECTION for Northfield Center Township until Monday July 7, 2008 at 4:00 pm in accordance with the Bid Specifications on file at the office of the Township Administrator, 9546 Brandywine Road, Northfield Center, Ohio, 44067-2408, (330) 467-7646 (Ext. #7). Bid Specifications may be obtained for a fee of \$5.00 during normal Town Hall office hours: 7:30 am to 4:30 pm, weekdays, or downloaded from the Township Web Site: www.northfieldcenter.com (click on the "Public Records " link). The bids will be publicly opened and read aloud at the Trustees Regular Meeting on July 7, 2008 at 7:00 pm in the Township Hall.

Bids must be accompanied with a bid bond in the amount of 10% of the bid amount for one (1) year of the Contract in the form of a cashiers check or acceptable insurance company bond to guarantee that if said bid is accepted, a contract will be entered into and the performance of it properly secured. If such proposal is accepted, the bidder will within 10 days after written notice of acceptance enter into a contract and properly secure the performance thereof by a bond of an acceptable surety company in the amount of 100% of the bid amount for one (1) year of the Contract, renewable for each year of the Contract. The Trustees reserve the right to reject any or all bids, to accept the lowest and best bid, and to waive informalities.

By order of the Board of Trustees of Northfield Center Township
9546 Brandywine Road Northfield Center, Ohio 44067-2408
(330) 467-7646 (Ext. #7)

**Northfield Center Township Garbage and Rubbish Collection Waste Disposal Program
(Sample Draft Only – Subject to Change and Contract Options Chosen)**

**Articles of Agreement
Page 1 of 2**

The Garbage and Rubbish Collection Contract is entered into as of _____, 2008 by and between the Board of Township Trustees of the Township of Northfield Center, County of Summit, State of Ohio, hereinafter referred to as The Northfield Center Township Board of Trustees, and _____, hereinafter referred to as The Contractor.

Whereas, Northfield Center has advertised for bids for garbage and rubbish collection and disposal in the Township in accordance with the attached specifications; and

Whereas, on _____, 2008 The Northfield Center Township Board of Trustees duly awarded the Contract for Garbage and Rubbish Collection and Disposal to The Contractor by Resolution No. _____, it being the lowest and best bidder.

Now, Therefore be Covenanted and Agreed by the Parties as Follows:

Section 1: The Northfield Center Township Board of Trustees agrees to furnish all labor and equipment necessary to accomplish rubbish collection and disposal and curbside recycling for The Northfield Center Township Board of Trustees in accordance with the proposal submitted by The Contractor and as specified and referred to in the advertisement, and attached specifications, which is also on file with the Township Administrator. Said proposal, together with the aforesaid Legal Notice to Bidders and specifications, are incorporated into this Agreement and made a part of this Agreement as if rewritten, herein.

Section 2: This Agreement shall be for three (3) years, commencing September 1, 2008, and ending August 31, 2011, with the mutual understanding that this Agreement may be extended for the optional fourth (4th) and optional fifth (5th) years (ending August 31, 2012 and August 31, 2013, respectively) at the sole discretion of the Board of Trustees, and that such optional extension(s) shall be exercised by the Party of the Part by written notice to The Contractor not later than sixty (60) days prior to the end date of the current contract or extension thereof, and that the rates charged shall be those previously provided by The Contractor for the respective extension(s) in their original proposal, and are not subject to change or adjustment for any reason whatsoever, except as otherwise provided in the bid specifications.

Section 3: The Contractor agrees that all work done pursuant to this Agreement shall be performed in a good and workmanlike manner. Furthermore, the Board of Trustees relies on certain representations made by The Contractor, freely offered and documented in a letter attached to this Agreement, to achieve compliance with and in addition to the requirements of the bid specifications regarding service standards and implementation of certain protocols to ensure a high level of service to the participating residents of Northfield Center Township.

Section 4: In accordance with the faithful performance of this Agreement, The Contractor shall directly bill the residents of Northfield Center Township those amounts outlined in the attached proposal for which Northfield Center Township shall have no liability. The Contractor shall be responsible for all collection from customers. Northfield Center Township

Northfield Center Township Garbage and Rubbish Collection Waste Disposal Program

Articles of Agreement

Page 2 of 2

Section 5: The Contractor shall attach hereto a statement, affirmed under oath, that The Contractor was not charged at the time the bid was submitted or at any subsequent time with any delinquent personal property taxes on the general tax list of personal property, or if The Contractor was charged with delinquent personal property tax on such tax list, they shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. As required under Ohio Revised Code 5719.042, The Contractor swears it owes no delinquent property taxes in any county prior to the time that this Contract is entered into and shall attach hereto an affidavit under oath.

Section 6: The Laws of the State of Ohio shall govern this Agreement.

Witness our hands, this date _____, 2008.

Board of Township Trustees of Northfield Center Township:

Paul G. Buescher, Chair

Brent A. Sommer, Vice-Chair

Richard H. Reville, Trustee

Contractor:

Signed in duplicate in the presence of:

Contractor Name

Signature

Contractor Representative

Printed Name

Representative Title

Signature

Printed Name

ADDENDUM

- 1) Current Quarterly Rates (with curbside recycling):**
 - Regular Single Family: \$38.19**
 - Senior Single Family: \$34.77**

- 2) 2007 Rubbish Collection Data**
 - Rubbish (non-recyclables: 2,164 tons**
 - Recyclables: 200.05 tons)**

- 3) The contractors shall be responsible for all direct and indirect damages caused by their personnel and/or equipment to Township and/or other private property including but not limited to; Hydraulic oil spills and downed power, cable and telephone lines where said lines were at industry standard heights, etc.**