

BID SPECIFICATIONS

FOR

TRASH AND RECYCLING SERVICES

FOR

COPLEY TOWNSHIP

BID OPEN DATE: FEBRUARY 15, 2012 AT 6:00 P.M. AT
COPLEY TOWNSHIP, 1540 S CLEVELAND-MASSILLON ROAD, COPLEY, OH 44321

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REQUEST FOR BIDS

Bids for the collection and disposal of RESIDENTIAL WASTE and RECYCLABLE MATERIAL for the Township of Copley, Ohio will be received until 6:00 p.m., on Wednesday, February 15, 2012 at Copley Town Hall, located at 1540 S Cleveland-Massillon Road, Copley, Ohio 44321, and will thereafter be publicly opened and read.

Major goals of the Township are to decrease tonnage sent to the landfills or transfer stations, to increase recycling and to constrain the increase in costs of all collections.

The Copley Township Board of Trustees reserves the right to reject any and all bids, and to accept such bid that is advantageous, beneficial or expeditious to the Township. No bid may be withdrawn for a period of sixty (60) days after bid opening. Bids may be corrected for clerical or typographical mistakes at the discretion of the Township, but not because of a mistake in judgment.

Bid forms, specifications, contract documents and other appropriate papers may be reviewed at the Town Hall Monday – Friday from 8:30 a.m. until 3:30 p.m. The Bid Documents must be returned in a sealed envelope marked “Residential Solid Waste Collection Bid.”

The successful bidder shall enter into a non-exclusive contract with the Township and in return the Township shall advertise the successful bidder as the “preferred trash hauler” for the Township on its website and in its quarterly newsletters.

INSTRUCTIONS TO BIDDER

1. Sealed bids will be received by the Township of Copley until 6:00 p.m. on February 15, 2012 for a non-exclusive contract to perform residential solid waste collection services.
2. Bids must be submitted in a sealed enveloped marked “RESIDENTIAL SOLID WASTE COLLECTION BID.”
3. Bidders must submit bids for all required services in order to be considered unless otherwise instructed.
4. Any bidder may withdraw his/her bid at any time prior to the scheduled opening time for the bids.
5. Each proposal shall be made on the attached Bid Form, which shall be signed, with the full name of each proprietorship, partnership, or corporation submitting it. The bid of a proprietorship shall be signed by the owner; or partnership by one of the general partners; a corporation by a duly authorized officer thereof stating his/her title. The complete mailing address and telephone number must be stated.
6. Each bidder shall, on separate sheet, provide a statement of the bidder’s financial condition and a list of the equipment the bidder will commit for use to fulfill the provisions of these specifications. Included in the list will be the model, year, and type of equipment.
7. Each bidder shall complete and submit the attached Non-Collusion Affidavit and Personal Tax Delinquency Affidavit.
8. Each bidder shall provide a list of all governmental entities under contract in Summit County or three (3) references of governmental entity contracts for solid waste collections that they have serviced within the last three (3) years from the Northeast Ohio region. If no such contracts exist, the bidder must provide at least three (3) references from the closest governmental entities served.
9. Each bidder shall, on an attached sheet, provide a description of their Solid Waste and Recyclable collection operations.
10. Each bidder shall submit a comprehensive list of all primary and secondary landfills, transfer stations, and recycling centers to be utilized through the life of the contract and any contingency plans in the event such facilities are closed. All landfills used by haulers must be approved and/or permitted by the applicable federal, state and local authorities.

11. A performance bond or escrow in lieu of a performance bond acceptable to the Township will be required from the successful bidder as described in the specifications. This performance bond will be equal to the first year contract price.
12. The Township may make any investigation of a bidder as it deems necessary to determine the ability of a bidder to perform the work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the Township. The Township reserves the right to reject any bid if the evidence submitted by, or other investigation of, the bidder fails to satisfy the Township that the bidder has the proper qualifications to perform the work in accordance with the Contract Agreement.
13. It is the intent of the Township to award the Contract Agreement to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents. However, the Township reserves the right to accept the bid which, in the Township's judgment, is in the best interest of and most advantageous to the Township. The Township reserves the right to waive irregularities, reject any or all bids or to hold bids for up to sixty (60) days and to award the bid in the best interest of the Township. The Township will reject a bid not accompanied by a Bid Bond or by other data required by the Bidding Documents, to reject a bid, which is in any way incomplete or irregular, and to re-bid the work at a later date if all bids are rejected.
14. Each bid must be accompanied by a bid bond equal to ten (10) percent of the first year in the form of a certified check, a cashier's check or bond payable to the Township. All such bid bonds or checks will be returned to the respective unsuccessful bidders within sixty (60) days after the bids are opened, but in no event before a contract is executed with the successful bidder. The bid bond of the successful bidder will be returned to the Contractor when the Contract is executed and a satisfactory performance bond is delivered to the Township.
15. All changes in specifications as herein set forth will be by written addendum only. No oral changes are authorized and all communications shall be acted upon as the sole responsibility of the bidder. All questions regarding the specifications shall be directed in writing to the Service Director at 330-666-1853 no later than ten (10) days prior to the date of opening of bids.

GENERAL INFORMATION

The solid waste collections service shall conform to all county or state ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.

1. **Residential Dwelling Unit** - is defined as any single home.
2. **Curb Collection** - The Contractor shall provide solid waste, yard waste, and recyclables, collection removal and disposal service to all residential dwellings within the unincorporated limits of Copley Township. There shall be once a week collection of solid waste, yard waste, and recyclables from the curb of the premises. The Contractor will not be required to collect refuse from the inside of buildings.
3. **Garage Door Collection** - Shall be defined that if the resident desires, for an additional cost, the Contractor shall collect solid waste at the door of the resident's garage (attached or unattached).
4. **Collection Vehicles** - Contractor is to furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leaking vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
5. **Definitions** - Whenever the terms "solid waste," "yard waste," or "recyclables" is used in these specifications, it shall be construed as follows:

Solid Waste: All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking, and consumption of food materials of animal, vegetable or synthetic origin, which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. Solid waste shall not include dead animals, animal parts, and household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes, and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one man for removal.

Recyclables means the following and other materials that can be recycled:

Containers:

- Glass bottles and jars - (clear, brown, green) does not include window glass, dinnerware or ceramics
- Aluminum and metal food cans
- Aluminum trays and foil
- Steel cans and tins

Plastics:

- PETE soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
- HDPE detergent and fabric softener containers (#2 colored plastic resin)

Paper:

- Newspaper, including inserts (remove plastic sleeve)
- Magazines, catalogues and telephone books
- Brown paper bags
- Chipboard (Flattened cereal, cake and food mix boxes, gift boxes, etc.)
- Carrier stock (Flattened soda and beer can carrying cases)
- Cardboard (no waxed cardboard) flattened

Yard Waste includes grass clippings, leaves, vines, hedges and shrub trimmings, tree trimmings, and tree limbs. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 4-feet in length and 18-inches in diameter.) Yard waste does not include dirt or rocks.

Large Household Items means those items other than normal household trash including, but not limited to: appliances, furniture, and any other items, which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, and construction materials.

6. **Holiday Schedule** - No collections shall be required on the six annual legal holidays when they fall on a weekday. Each pick-up day of the holiday (if on a weekday) will be serviced one day later.

The Township's list of recognized holidays for 2012:

- **Memorial Day - Monday May 28, 2012**
- No waste or recycling service on this day, Monday-Friday service will be delayed by one day
- **Independence Day - Wednesday July 4, 2012**
- No waste or recycling service on this day, Wednesday, Thursday & Friday service will be delayed by one day
- **Labor Day - Monday September 3, 2012**
- No waste or recycling service on this day, Monday-Friday service will be delayed by one day

- **Thanksgiving Day - Thursday November 22, 2012**
 - No waste or recycling service on this day, Thursday and Friday service will be delayed by one day

 - **Christmas Day - Tuesday December 25, 2012**
 - No waste or recycling service on this day. Tuesday-Friday service will be delayed by one day

 - **New Year's Day - Tuesday January 1, 2013**
 - No waste or recycling service on this day. Tuesday-Friday service will be delayed by one day
9. **Collection Routes** - The Contractor shall further establish routes for the collection of solid waste and recyclables. The Contractor's collection schedule and collection routes shall be filed with the Service Director of the Township.
10. **Township Owned Facilities** - The Contractor will be required to provide solid waste and recyclable collection services to all Township owned facilities at no additional cost to the Township. These collections will be considered incidental to the contract. This service will include the providing of one 2-cubic yard, or larger, container at each location outlined below:
- a. 1540 S Cleveland-Massillon Road
 - b. 1278 and 1280 Sunset Drive
 - c. 4570 Medina Road
- Said trash containers will be emptied once per week, or as requested by the Township.
11. **Collection Times** - No collection shall be made before 7:00 a.m. or after 7:00 p.m. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks as described above.
12. **Residential Containers** - Standard 65-gallon trash containers may be supplied by the hauler at the resident's request for a reasonable fee. Recycle bins shall be supplied by the hauler as one per dwelling unit.
13. **Cleanliness** - In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas except where small pick-up trucks utilized in certain areas of the Township and need to dispose their loads into a larger vehicle. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the Township right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the Township.
14. **Supervision** - The Contractor shall designate a supervisor for collection crews working within the Township to assure the duties of such crews are completed per the contract

between the Township and the Contractor. In addition, the supervisor must be accessible via a cell phone. The cell phone number shall be available to the Service Director of the Township for direct contact but not for use by the general public.

15. **Customer Service Standards** - The Contractor shall maintain a log of all complaints received and time that complaint was resolved. The Contractor shall provide a report to the Township whenever requested.
16. **Publicity** - The Solid Waste Collection Contractor shall provide information promoting recycling and reduction of solid waste and adequate publicity to all residential dwelling units within the Township as to the notice of a trash and recycle collection service preferred by the Township prior to the initiation of said service. In return, the Township will publish the Contractor information on the Township website indicating the Contractor is the preferred trash hauler for the Township and in compliance with the Summit Akron Solid Waste Management Authority's grant guidelines.
17. **Insurance** - The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the Township from any liability, claim, damage, or cause of action which may be sustained by or asserted against the Township, directly or indirectly, or in any manner arising out of the performance or failure of performance on the part of the Contractor, and shall cover each vehicle used in the work covered by this agreement. The amount of such liability insurance shall not be less than \$1,000,000 single limit coverage. In addition, the Contractor shall carry Worker's Compensation Insurance in such amount as is prescribed by the statutes of the State of Ohio. The insurance shall be maintained in force during the term of this contract. Such insurance policy or policies shall be filed with the Township together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given to the Township. All certificates of insurance shall specifically list the Township as an additional insured with respect to the policies related to the specifications and the Contract Agreement.
18. **Laws** - The Contractor will be required to obtain all licenses and permits and comply with all ordinances and regulations of Summit County, and any rules and regulations issued by the State of Ohio.
19. **Volume Report** – From time to time the Township may require trash and recycling volume reports for grants or other such purposes. The Contractor, upon request by the Township, shall submit the reports at no additional charge to the Township.

REQUIRED SERVICES TO BE PROVIDED

The Contractor shall have the responsibility to collect, haul and dispose of all household trash, recyclables and yard waste between 7:00 a.m. and 7:00 p.m. These items will be collected in properly identified trucks. (“Properly identified trucks” means the name, address, and phone number of the Contractor and designation of type of material being collected must be displayed on the truck.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Ohio Solid Waste Law and local and county regulations.

- a) Trash to be picked up **once a week** from the curb line and / or garage door from residential dwelling units and Township owned properties.
- b) Recyclables are to be picked up **once a week** in Contractor supplied containers from the curb line and / or garage door.
- c) The Contractor will provide solid waste services to all Township owned facilities at no additional cost. These collections will be considered incidental to the contract.
- d) Billing of trash and recycling services will be the responsibility of the Contractor.
- e) The Contractor will provide suitable containers for Township sponsored special events at mutually agreeable prices.
- f) The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the prior written consent of the Township.
- g) In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the Service Director of the Township. The Contractor shall follow the instructions of the Township to insure the public health, safety and welfare of the Township.

PRICE QUOTATION FOR REQUIRED SERVICES

Collection Once Weekly at Curb and Garage Door Trash and Recycling

Cost of Services per Residential Dwelling Unit/Per Month/ Per Quarter

<u>CURB</u>	<u>Per Month</u>	<u>Per Quarter</u>
First Year:	\$ _____	\$ _____
Senior Rates First Year:	\$ _____	\$ _____
Second Year:	\$ _____	\$ _____
Senior Rates Second Year:	\$ _____	\$ _____
Third Year:	\$ _____	\$ _____
Senior Rates Third Year:	\$ _____	\$ _____
<u>GARAGE DOOR</u>	<u>Per Month</u>	<u>Per Quarter</u>
First Year:	\$ _____	\$ _____
Senior Rates First Year:	\$ _____	\$ _____
Second Year:	\$ _____	\$ _____
Senior Rates Second Year:	\$ _____	\$ _____
Third Year:	\$ _____	\$ _____
Senior Rates Third Year:	\$ _____	\$ _____

Name of Bidder: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address _____

Signature

Corporate Seal

Title

Attest to Seal

Subscribed and sworn to before me this ____ day _____, 2012.

Notary Public

**RESIDENTIAL WASTE COLLECTION SERVICES
FOR 2012 TO 2014
TRASH AND RECYCLING CONTRACT**

This agreement, made and entered into this ___ day of _____, 2012, by and between the Township of Copley, Ohio, hereinafter called the "Township" and _____, hereinafter called the "Contractor."

WITNESSETH THAT:

In consideration of the premises and of the mutual promises, the parties hereto do mutually promise, covenant and agree as follows:

The Contractor hereby agrees to furnish all labor, materials, and equipment called for in the bid document for "residential waste collection" and shall perform all work necessary. By providing appropriate services as described in the specifications and accepted bid documents, copy attached, which bid documents and specifications are incorporated herein and made part of this contract.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the proper completion of this contract, and that this information was secured by personal investigations.

The said Contractor agrees further to begin work no later than **April 1, 2012**. The Contractor agrees that he will fully comply with all federal and state laws and regulations and local ordinances.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract on his behalf, or promised or agreed to pay to any third party.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seal this ___ day of _____, 2012.

BY: _____ DATE _____
COPLEY TOWNSHIP

BY: _____ DATE _____
CONTRACTOR

**TRASH/RECYCLING VOLUME REPORT
FOR THE TOWNSHIP OF COPLEY
FOR THE PERIOD OF _____ TO _____**

	TONS	MTD	YTD
TRASH	<input type="text"/>	<input type="text"/>	<input type="text"/>
RECYCLE	<input type="text"/>	<input type="text"/>	<input type="text"/>

Percent of households utilizing recycling services during this period. _____

Recommendation for increasing the volume of recycling materials collected.

NON-COLLUSION AFFIDAVIT

STATE OF OHIO

COUNTY OF SUMMIT

_____, being first duly sworn, deposes and says that he is _____* (sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had 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 any one else to put in a directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of awarding the contract or any one interested in the proposed contract; that all statements submitted in his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

Signature Title

Subscribed and sworn to before me this ____ day of _____, 2012.

Seal of Notary

Notary Public

