



# Bid Specifications and Proposal Forms

for the

Collection, Transportation, and Processing of  
Residential Refuse and Garbage, Recyclables, and  
Yard Waste

for the

Village of Granville, Ohio

**VILLAGE OF GRANVILLE  
141 EAST BROADWAY  
P. O. BOX 514  
GRANVILLE, OHIO 43023-0514**

**Notice**

The Village of Granville, Ohio is seeking bids for an exclusive contract for the collection, transportation, and processing of residential refuse and garbage, recyclables, and yard waste within the corporate limits of the Village. If awarded, it is anticipated that the contract will be for a three-year period from January 1, 2010 through December 31, 2012 or, as an alternate, for a twenty-seven month period from January 1, 2010 through March 31, 2012.

Sealed bids, labeled "Refuse Collection Bid" will be received by the Village of Granville in the office of the Village Manager until 12:00 noon, local time, on Thursday, October 15, 2009 at which time all bids will be opened and read aloud. Bids may be delivered in person to the Village Office, 141 East Broadway, or may be mailed to P.O. Box 514. Bids received after the above time will not be considered. Bids may be held for a period of up to sixty (60) days after opening.

Bid proposal forms and contract documents may be obtained by contacting the Village Clerk of Council at (740) 587-0707 or by email at [mprasher@granville.oh.us](mailto:mprasher@granville.oh.us). It is the potential bidder's responsibility to request documents in sufficient time to complete and return them by the bid opening time referenced in the above paragraph.

The Village of Granville reserves the right to waive any informalities, to waive any technical requirements, to reject any or all bids, or to accept any bid that is deemed by the Village Council to be the most responsive and responsible bidder.

Each bid must be accompanied by security in the amount provided in the Information for Prospective Bidders.

Don E. Holycross  
Village Manager  
September 28, 2009

## Information for Bidders

### **Section 1. Receipt and Opening of Bids**

The Village of Granville, Ohio is seeking bids for an exclusive contract for the collection, transportation, and disposal of residential refuse and garbage, recyclables, and yard waste within the corporate limits of the Village. If awarded, it is anticipated that the contract will be for a three-year period from January 1, 2010 through December 31, 2012 or, as an alternate, for a twenty-seven month period from January 1, 2010 through March 31, 2012.

Sealed bids, labeled "Refuse Collection Bid" will be received by the Village of Granville in the office of the Village Manager until 12:00 noon, local time, on Thursday, October 15, 2009 at which time all bids will be opened and read aloud. Bids may be delivered in person to the Village Office, 141 East Broadway, or may be mailed to P.O. Box 514. Bids received after the above time will not be considered.

The Village reserves the right to hold bids for a period of sixty (60) days after the opening for the evaluation of the bid documents. The award of the contract may be made at anytime during that period. The Village of Granville reserves the right to waive any informalities, to waive any technical requirements, to reject any or all bids, or to accept any bid that is deemed by the Village Council to be the most responsive and responsible bidder. No bid will be allowed to be withdrawn for any reason after it has been deposited with the Village except as provided in Section 3 below.

Each bid must be accompanied by security in the amount provided in Section 5 below.

### **Section 2. Preparation of Bid Proposal**

Each bid must be submitted on the forms provided. All blank spaces for bid prices must be filled in, either in ink or typewritten. No additional prices or qualifying clauses shall be written except as provided in Section 45 below.

Each bid must be submitted in a sealed envelope with the designation "Refuse Collection Bid" and the name and address of the bidder on the outside of the envelope. If sent by mail, the sealed envelope containing the bid must be in another envelope addressed as specified in Section 1.

### **Section 3. Withdrawal of Bid**

Any bidder may withdraw a bid by submitting written communication to the Village Manager that clearly indicates the intention to withdraw the bid. The written communication must be received by the Village Manager prior to the scheduled closing time for the receipt of bids. The written communication must be in a sealed envelope that has the designation "Withdrawal of Refuse Collection Bid" on the outside of the envelope. Any such communication will be opened at the time that the bids are opened.

**Section 4. Modification of Bid**

Any bidder may modify a bid by submitting written communication to the Village Manager that clearly indicates the intention to modify the bid. The written communication must be received by the Village Manager prior to the scheduled closing time for the receipt of bids. The written communication must be in a sealed envelope that has the designation "Modification of Refuse Collection Bid" on the outside of the envelope. Any such communication will be opened at the time that the bids are opened.

**Section 5. Proposal Bond**

Each bid must be accompanied by a letter of credit or cashier's check equal to twenty-five thousand dollars (\$25,000) or a bid bond for twenty-five thousand dollars (\$25,000), prepared on the bid bond form as required by Ohio Revised Code § 153.54 et. seq., duly executed by the bidder as principal and having as surety thereon a surety company acceptable to the Village Council.

Such checks or bid bonds will be returned to all of the bidders, except for the three lowest bidders, within three business days after the opening of the bids. The remaining checks or bid bonds will be returned promptly after the Village Manager and the accepted bidder have executed a contract or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of a bidder at any time thereafter so long as that bidder has not been notified of the acceptance of his or her bid.

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

If the successful bidder fails or refuses to execute and deliver the Contract, insurances, and performance bond required within ten (10) business days after the Bidder has received notice of the acceptance of his or her bid, the bid guarantee deposited with the bid shall be forfeited to the Village as liquidated damages for such failure or refusal.

**Section 6. Power of Attorney**

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

**Section 7. Qualifications of Bidder**

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

**Section 8. Conflict of Interest**

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

**Section 9. Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code (a/k/a H.B. 694)**

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

**Section 10. Discrimination**

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

**Section 11. Laws and Regulations**

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

**Section 12. Contract Term**

If awarded, it is anticipated that the contract will be for a three-year period from January 1, 2010 through December 31, 2012 or, as an alternate, for a twenty-seven month period from January 1, 2010 through March 31, 2012.

**Section 13. Contract**

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

**Section 14. Award of the Contract**

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

### **Section 15. Estimated Residences**

The current number of residences within the corporate limits of the Village of Granville is estimated to be 1478. Upon award of the contract, the Village will provide the successful bidder with a list of the names and addresses of the residential households within the Village, as reflected in the Village records and those of Licking County. This list is the best and most current information the Village has available, but may not be all inclusive. It is strongly suggested that the Contractor perform routine route audits to confirm the number of homes and addresses. In the event the Contractor determines that there are new or additional homes within the contract area, the Contractor will add those homes to the collection routes and billing under the same terms as conditions as specified in the Contract. The Contractor must notify the Village in writing of their intention to do so and include the addresses and names of the residents.

### **Section 16. Notification to the Residents**

The Village will notify the residents at the addresses provided to the Contractor of the new solid waste regulations and the name, address and phone number of the successful bidder. It shall be the responsibility of the Contractor to then notify the residents of the details associated with the collection of the various materials including information about the day of collection, types of material collected, availability of containers, service locations, materials not collected, how to obtain a senior citizen discount, how to obtain rear door service, the methods of reaching the contractor and so forth.

### **Section 17. Information to be Submitted**

#### **a. With Bid**

1. Proposal Sheet (Page 20)
2. Proposal bid bond, or cashier's check in the amount of twenty-five thousand dollars (\$25,000) (Page 25)
3. Acknowledgement of the receipt of any addenda should they occur
4. Proposed route plan and collection schedule
5. Statement of Qualifications, including evidence of permanent place of business, adequate personnel and service equipment, and available landfill or other means of disposal for the term of the contract (Page 27)
6. Statement of the bidder's environmental and compliance policies
7. Evidence of and possession of all licenses and/or permits required to provide the services.
8. Indemnification agreement (Page 31)
9. Non-collusion affidavit (Page 32)
10. Findings for recovery affidavit (Page 33)
11. Affidavit in compliance with Section 3517.13 of the Ohio Revised Code (Page 34)

**b. Upon Notice of Award**

1. Contract (Page 36)
2. Contract Performance Bond (Page 38)
3. Delinquent personal property tax affidavit (Page 40)
4. Proof of insurance and worker's compensation coverage

**Section 18. Request for Clarification**

If a person, firm, or corporation contemplating the submission of a Bid is in doubt as to the true meaning of any part of the Specifications or other Contract Documents, the prospective bidder may submit a written letter to the Village Manager at PO Box 514, Granville, Ohio, 43023-0514 or email ([dholycross@granville.oh.us](mailto:dholycross@granville.oh.us)) requesting an interpretation thereof. The person, firm or corporation submitting the request shall be responsible for its prompt delivery. Interpretations will be made only by a memorandum duly issued by the Village, and a copy of such memorandum will be emailed, mailed, or delivered to each person securing a set of Contract Documents, provided that a sufficient period of time is available for the issuance and delivery of such memorandum prior to required receipt of Bids.

**Section 19. Accounting for Recyclable Materials**

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

## Specifications for Refuse Collection Contract

### **Section 20. Statement of Intent**

The Village of Granville is soliciting competitive bids with the intent of entering into an exclusive contract with a single company for the collection, transportation, and processing of refuse and garbage, recyclables, and yard waste within the corporation limits of the Village. These specifications set forth all conditions and requirements of the Contract to be entered into by the Village.

### **Section 21. General Provisions**

The Contractor shall provide weekly collection of garbage, refuse, recyclables and yard waste from residential premises within the boundaries of the Village and shall transport such garbage and refuse to an approved landfill or other lawful disposal or processing point. All recyclable materials must be recycled in an appropriate manner approved by the Village Manager. Yard waste must be composted or treated in a manner approved by law.

### **Section 22. Residential Participation is Required**

Residents will be required to use the refuse collection services offered by the contractor. However, a process will be established to allow a waiver if a resident can prove to the Village Manager that the resident has another legitimate option to dispose of the waste. For example, a resident who is also a business owner and has a contract for waste collection at the business could use that option for disposing of the trash generated at his or her residence and could opt out of the residential service.

### **Section 23. Indemnification**

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

### **Section 24. Definitions**

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

- a. "Council" or "Village Council" means the Council of the Village of Granville, Ohio.
- b. "Contract" means the contract for the collection, transportation, and processing of residential refuse and garbage, recyclables, and yard waste entered into by the Village of Granville on behalf of the residents of the Village and based on the Specifications herein provided.
- c. "Contractor" means the provider of services to the Village for the collection, transportation, and processing of residential refuse and garbage, recyclables, and yard waste pursuant to the Contract with the Village for such services. As used in these

specifications "Contractor" also means the employees, agents and representatives of the provider of such services.

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

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

f. "Recyclables" includes newspapers, glass, metal, plastics, and other recyclable commodities agreed upon by the Contractor and the Village Manager.

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

h. "Residential premises" includes all single family and two family dwellings located within the incorporated area of the Village of Granville where either individuals or families dwell for a continued period of time

i. "Village" means the Village of Granville, Ohio, located in Granville Township, Licking County, Ohio.

j. "Yard Waste" includes grass clippings, bush and shrub cuttings, leaves, tree limbs, garden growth, and other natural materials.

## **Section 25. Bond**

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

The bond shall be provided by a surety company with a minimum policyholder's rating of A+ and a minimum financial rating of AAA and in all other respects be acceptable to the Village.

In the alternative, the Contractor may post a \$100,000 bank cashier's check payable to the Village of Granville. This cashier's check will to be held during the term of the Contract unless forfeited to the Village under the terms of these specifications.

**Section 26. Insurance**

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

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

**Section 27. Workmanship**

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

**Section 28. Collection Vehicles**

The Contractor shall use enclosed, leak proof, packer type truck bodies for the collection of garbage and refuse. The trucks shall be kept in good and efficient working order to ensure proper and efficient service to the residents of the Village of Granville. Each vehicle shall be clearly and visibly marked on each side with the name and telephone number of the Contractor. All equipment shall be maintained in good condition and washed and painted uniformly.

**Section 29. Exclusive Privilege**

The Contractor shall have the exclusive privilege of collecting, transporting, and processing garbage, refuse, recyclables, and yard waste from residential premises in the incorporated areas of the Village of Granville for the duration of the Contract. Effective with the date of the Contract, any hauler or person other than the Contractor providing collection, transportation, and/or processing services of residential garbage, refuse, recyclables, and yard waste within the incorporated areas of the Village of Granville shall be subject to the fines and penalties as provided in the Granville Code of Ordinances Section 715.99.

**Section 30. Collection**

The Contractor shall collect garbage, refuse, recyclables and yard waste from all residential premises in the Village of Granville once each week, provided that the collection day shall be the same for all residences within the Village and all materials shall be collected on the same day.

The Contractor may submit an alternate bid that would allow the Contractor to divide the Village into two specific districts with the collection to be performed over a two-day period provided that all materials are collected on the same single day within each district. Both sides of any major thoroughfare must be serviced on the same day so that traffic on those major thoroughfares is not disrupted more than one time a week.

The Contractor shall submit a route plan and collection schedule to the Village Manager within thirty (30) days after the award of the Contract for approval and/or modification.

Contractor may not begin any collection day before 7:00 a.m. or continue after 8:00 p.m. No collection shall be conducted on Saturday or Sunday without the expressed written consent of the Village Manager, unless Saturday collection is necessitated as a result of a holiday or extreme weather.

Certain areas and roads may only be used for collection between the hours of 10:00 a.m. and 2:30 p.m. to accommodate school-related traffic. Those roads include:

- a. North Pearl Street (State Route 661)
- b. Welsh Hills Road
- c. Burg Street
- d. North Granger Street
- e. Newark Granville Road

Collection may not be postponed longer than one to three days due to extreme weather and any such postponement shall be subject to the discretion and approval of the Village Manager.

Observed holidays will be New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a collection day falls on a holiday, collection shall be made on the day following the regularly designated collection day.

**Section 31. Collection of Recyclable Materials**

The Contractor shall provide "unlimited co-mingled" collection of recyclable materials to each residence. These materials shall include newspapers, glass, metal, plastics, and other recyclable commodities agreed upon by the Contractor and the Village Manager.

The Contractor shall not dispose of recyclables that are separated from other garbage, trash and refuse in a landfill or other disposal facility and shall recycle them in an appropriate manner.

The Contractor shall also collect recyclable materials, if such materials are not separated by the resident from other garbage, trash and refuse. The Contractor may, but is not required to, separate those recyclables and may dispose of them in a landfill.

**Section 32. Collection of Yard Waste**

The Contractor shall provide unlimited collection of yard waste including grass clippings, bush and shrub cuttings, leaves, tree trimmings, garden growth and other natural materials at no extra cost. Tree trimmings between ¼-inch and six-inches in diameter will continue to be picked up by the Village as part of the monthly brush pick-up program. The contractor is not required to pickup tree trimmings in excess of six inches in diameter.

Yard waste must be composted or treated in a manner approved by law.

**Section 33. Letter to the Village Manager**

At the beginning of the Contract and annually prior to the start of a subsequent contract year, the Contractor shall provide a letter to the Village Manager, for review and approval that includes the following information:

- a. Proposed route plan and collection schedule;
- b. Observed holidays and alternative day of collection for each holiday;
- c. Itemized list of materials that cannot be collected;
- d. Disposal, processing, and treatment facilities to be used in the subsequent contact period;
- e. Contractor's provisions for collection of miscellaneous materials;
- f. Household hazardous waste disposal sites;
- g. The names of contractors qualified to remove chlorofluorocarbons from appliances;
- h. The cost of extra service for the pick-up of materials not included under the terms of the Contract;
- i. The telephone number(s) to call for extra service, complaints and missed collections.

**Section 34. Service Conditions**

The contractor shall maintain telephone facilities for the receipt of customer complaints on each collection day from 8:00 a.m. to 5:00 p.m. All complaints, including complaints regarding material missed during the regular collection, that are received before 12:00 noon shall be resolved by the end of that business day; calls received after 12:00 noon shall be resolved by the end of the next business day following the receipt of the complaint. A local or toll free number shall be provided and shall be displayed on all trucks, carts, equipment and literature used in connection with the contract.

Each month the Contractor shall supply the Village Manager with copies of all complaints, or a listing of complaints received by telephone or email, and shall indicate the disposition of each complaint including the day and the hour on which it was resolved. Such records shall be available for the Village Manager's inspection at all times during regular business hours.

The Contractor shall tag items or containers left at the residential premises that cannot be collected as set forth in the contract. The tag shall explain the reason for non-collection. Each month the Contractor shall supply the Village Manager with a list of all the addresses that had material that was tagged for non-collection during the month and the reasons for the non-collection.

### **Section 35. General Conditions**

The Contractor shall assign a qualified person or persons to be in charge of the operations in the Village and shall provide the name of that person or persons to the Village Manager.

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

A strike will not relieve the contractor from any of the obligations imposed by the contract.

The Contractor shall not subcontract or assign responsibilities for collection within the Village without the expressed written consent of the Village Manager.

The contractor will provide at least a 10% senior citizen discount to all residential households where at least one resident is age 65 or older.

The contractor shall provide each household with a container for recyclable materials of sufficient size to accommodate the materials. The container shall be supplied at no additional cost and shall be standard in type, size, and color.

There shall be no fuel cost increases added by Contractor during the term of this contract unless the Alternate Bid referred to in Section 45 is accepted by the Village Council.

### **Section 36. Pick Up Location**

Pick-ups are to be made at the curb line, edge of pavement, or edge of alleys and shall be consistent with current pickup locations unless otherwise approved or directed by the Village Manager. When there is a dispute as to where the pickup should occur, the Village Manager shall make the decision and the contractor shall honor that decision. In the case where the driveway of the residence intersects with a private lane or private right-of-way, which serves as access to more than one residence, the hauler shall make all reasonable efforts, within normal requirements of safe vehicle operations, to pick up the receptacle at the end of the driveway on the private lane or right-of-way. In such cases, the resident shall not be required to deliver the receptacle to the end of the private lane or right-of-way.

In cases where the physical impairment of a resident is established by a physician's certification, garage-side or back door pickup shall be performed by the contractor at the rate established for curbside service. Garage-side pickup means the contractor will collect the materials at a location other than curbside that is mutually agreed upon by the handicapped resident and the contractor. In the event that there is a dispute as to whether a resident is entitled to the handicapped service or where the pickup should occur, the Village Manager shall make the decision and the contractor shall honor that decision.

**Section 37. Collection Conditions**

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

The Contractor is responsible for cleaning up all leaks and spills of garbage, refuse, and litter and shall also be responsible for the clean up of all hydraulic or other fluids leaked or spilled from collection vehicles. All such clean ups are required to be performed as soon as possible, but in any case such clean up shall be commenced within eight (8) hours.

**Section 38. Contractor to Provide Container with Wheels**

The contractor shall provide each residence, at no additional cost beyond the base rate, a container with wheels (also known as a "Toter") that may be rolled to the curbside by the resident. The Toter shall be offered in a standard size (approximately 96 gallons) and shall also be offered in reduced sizes (approximately 48 or 64 gallons).

**Section 39. Other Collection Containers**

In addition to using the container with wheels supplied by the Contractor (see Section 38 above), a resident may use another suitable collection container for garbage and refuse. Any such container shall be rust resistant, water tight, nonabsorbent and easily washable with close fitting lids. The containers shall not exceed thirty-three (33) gallons in capacity and, when filled, shall not exceed fifty (50) pounds in weight. All containers shall have handles.

Residents may also use plastic bags for the collection of garbage and refuse. Plastic bags shall not be greater than thirty-three (33) gallons in capacity and shall not be filled beyond the weight capacity of the bag or twenty-five (25) pounds, and shall be securely closed. This clause shall not apply to the wheeled carts supplied by the Contractor.

The Contractor shall exercise reasonable caution in handling containers to avoid damaging the containers. Empty containers shall be placed in an upright position at the location where they were picked up. Containers substantially damaged through the fault of the Contractor shall be replaced by the Contractor with containers of like kind and quality to those damaged.

The Contractor shall tag all containers that are unauthorized, unserviceable, do not have serviceable handles for lifting and carrying, have holes in the bottom, or are otherwise not suitable for use. Such tags shall list the reason why the container is unusable.

**Section 40. Collection of Garbage and Refuse**

All garbage and refuse placed in acceptable containers shall be collected by the Contractor except those materials exempted or subject to special treatment under these Specifications.

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

Refuse of a commercial nature such as automobile or truck parts, tree trunks, large tree stumps and earth, sand, bricks, stone, plaster, ashes or other substances that may be accumulated as a result of building construction, remodeling, alterations or yard removal shall not be picked up under the contract. Collection of significant quantities of these types of materials shall be classified as an extra service and may be handled as a separate transaction between the Contractor and the Resident, at rates pre-published by the Contractor, with payment made by the resident directly to the Contractor. The conditions and rates for such extra pick-up services shall be stated in the Letter to the Village Manager along with the telephone number(s) to use to request such extra services.

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

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

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

If whole waste tires and/or lead acid batteries are restricted from the landfill, the Contractor is not required to pick up these items. In the Letter to the Village Manager, the Contractor shall advise the Manager if such items will not be collected.

**Section 41. Services to the Village of Granville**

The contractor will provide collection services at no additional charge to the Village for the following locations:

	<b>Location</b>	<b>Container</b>	<b>Frequency</b>
Granville Village Offices	141 East Broadway	4 toters (96 gallon)	weekly
Street Department	1833 Lancaster Road	6 yard (closed dumpster)	weekly
Water Treatment Plant	445 Palmer Lane	5 yard (closed dumpster)	weekly
Wastewater Treatment Plant (non-hazardous only)	456 South Main Street	5 yard (closed dumpster)	weekly
Bryn Du Mansion	537 Jones Road	5 yard (closed dumpster) (twice a week May through October)	weekly

The contractor shall empty dumpsters at those locations on each collection day and transport the contents to an authorized disposal site along with the residential materials.

These pickup locations are subject to revision during the term of the contract.

#### **Section 42. Spring Cleanup**

The contractor will provide containers for the Spring Clean-up and will service those containers without charge on a timely basis for up to five times during the week of the cleanup. There will be no charge for drop-off or pick-up of the containers.

The contractor will provide three (3) thirty (30) yard capacity, open top containers during the third week of April. The contractor will be expected to dispose of and return empty containers in a timely manner. The contractor will provide an additional thirty (30) yard container the last week of April. Materials will be collected and separated into three categories:

- Sanitary materials (trash)
- Wood and/or construction and demolition materials
- Scrap appliances and metal materials

The contractor will be responsible to respond within four (4) hours for receiving a telephone call from the Village to arrive at the Service Department to empty or pick-up full containers.

#### **Section 43. Billing and Charges; Involuntary Suspension of Service**

The Village is requesting bid prices based upon the contractor having responsibility for billing and collections. Under this option, the Contractor shall be responsible for billing and collecting the bid price from each residential household. Billing and collection costs should be reflected in the bid price. The charge, which shall be the bid price, shall be prepaid by each residential household every three (3) months or any part thereof upon inception of service. The Contractor shall give a residential household at least fifteen days in which to pay a past-due account before service is suspended. If service is suspended to a residence because of non-payment or partial payment, the Contractor shall notify the Village Manager of such suspension of service within seven days of that suspension.

The Village is also requesting bid prices based upon the Village being responsible for billing and collections. Under this option, the Village would be responsible for billing and collecting the bid price from each residential household. The charge, which will be equivalent to the bid price, will be prepaid by each residential household every three (3) months or any part thereof upon inception of service. The Village will give a residential household at least fifteen days in which to pay a past-due account before service is suspended. If service is suspended to a residence because of non-payment or partial payment, the Village shall provide notification to the Contractor of such service suspension within seven days of suspension.

The contractor shall be responsible for billing and collecting the bid price from each residential household unless the Village accepts the alternate bid for the Village to provide billing and collection services.

Even if the Village provides the billing and collection services for the normal monthly fees, the contractor will still be responsible for the billing and collection of fees for extra services not covered by the contract.

#### **Section 44. Voluntary Suspension of Service**

If a residential premises is to be vacant for at least thirty (30) days, the collection of garbage, refuse, recyclables, and yard waste may be suspended for the period during which the premises is vacant by notifying the Contractor at least seven days (7) days in advance of the dates during which the service is to be suspended. If the Contractor is so notified, no charge shall be assessed for the suspension or restart of service. The Contractor will notify the residents as to the appropriate method of notification to request suspension and restart of service.

#### **Section 45. Bid Price**

A. Primary 1: The primary bid price must be for a thirty-six month contract, from January 1, 2010 through December 31, 2012, and it shall include all fees and charges. The contractor will be asked to break out the following as part of the bid price:

1. Prices Based on Contractor Providing Billing Services (Three-Year Fixed Prices)

- a. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (non-senior household)
- b. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (senior household)

2. Prices Based on Village Providing Billing Services (Three-Year Fixed Prices)

- a. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (non-senior household)
- b. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (senior household)

B. Primary 2: Bid prices are also being requested for a twenty-seven month contract, from January 1, 2010 through March 31, 2012.

1. Prices Based on Contractor Providing Billing Services (Twenty-Seven Month Fixed Prices)

- a. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (non-senior household)
- b. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (senior household)

2. Prices Based on Village Providing Billing Services (Twenty-Seven Month Fixed Prices)

- a. Total monthly price per residential premises for garbage, refuse,

recyclables, and yard waste (non-senior household)

b. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (senior household)

C. Alternate: Bidder may submit an alternate bid that allows for a rate adjustment for fuel costs. The alternate bid should completely describe the mechanics of such an adjustment.

D. Alternate: Bidder may submit an alternate bid that allows for collection to occur over a two-day period as described in Section 10 of these Specifications.

In addition to the primary bids, the Village Council may consider the alternates mentioned above but is under no obligation to do so. The alternate bid or bids shall include any requested support material.

#### **Section 46. Extension of Contract for Additional Term**

In the event that the Village Council extends the term of this Contract for an additional three (3) years, as it may do pursuant to Section 48, the contract price applicable to such extended term shall be such price to which Contractor and the Village Council may agree, provided that the contract price shall not exceed 110% of the bid price for the original Contract term.

#### **Section 47. Termination for Cause**

If the Village Council determines that, after a fair evaluation and due notice to the Contractor to cure, the Contractor is not performing the duties of the Contract consistent with the terms and obligations set forth herein or if the Village Council receives, as it may determine, excessive complaints from the residents regarding service issues that remain unresolved within the guidelines contained herein, the Village Council may cancel the Contract upon thirty (30) days written notice to the Contractor. Provided that, prior to any such determination by the Council, the Contractor has been offered the opportunity to present evidence to the Council regarding the performance of Contractor hereunder, then any determination of the Council in this regard may be made in the sole discretion of the Council and the Council shall have no liability to the Contractor for such determination or for termination of this Contract. Upon such cancellation, the Council may pay or reimburse Village residents all or part of the costs incurred by the Council or by Village residents to obtain a new service provider for the services required of Contractor under this Contract, and Contractor agrees to indemnify the Village for the cost of all such payments or reimbursements up to the amount of the bond or cashier's check provided under this contract.

#### **Section 48. Termination and Optional Renewal**

Depending upon which option the Village selects, the initial contract will be for a thirty-six (36) month term ending on December 31, 2012 or a twenty-seven (27) month term ending on March 31, 2012. At the discretion of the Village Council, and prior to the date of termination, the contract may be extended in accordance with the provisions of this section.

Not later than ninety (90) days prior to the termination date, the Village Council may provide the Contractor with written notice of its desire to extend the term of the contract. Within 30 days of the delivery of such notice, the Contractor shall identify whether it agrees to the extension of the term and shall propose a new bid price to apply during the extended term, which new bid price shall not exceed 110% of the bid price applicable during the initial term.

If such price and extension are acceptable to the Village Council, the parties shall amend this contract in writing to provide for a new termination date and the rate that will be applicable during the extended term.

If the Council chooses not to extend the Contract for any additional terms, the Contract will expire at the end of the initial term.

**Section 49.**        Additional Provisions

A. This Contract, and the terms and specifications thereof, may be changed only in written form, signed by the Village Manager and the Contractor.

B. To the extent not prohibited by law, the Village Council and the Contractor agree that the state courts located in Licking County, Ohio, shall be the exclusive tribunals for the determination of disputes regarding the application and performance of the parties hereunder, except to the extent that the enforcement of this Contract is the subject of a mandatory claim or counterclaim in actions brought elsewhere.

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

## PROPOSAL SHEET

*TO: Village of Granville, Ohio*

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

A. Primary Bid – Three-Year Fixed Prices (January 1, 2010 through December 31, 2012)

1. Prices Based on Contractor Providing Billing Services

a. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (non-senior household) \$ \_\_\_\_\_

b. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (senior household) \$ \_\_\_\_\_

2. Prices Based on Village of Granville Providing Billing Services

a. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (non-senior household) \$ \_\_\_\_\_

b. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (senior household) \$ \_\_\_\_\_

B. Alternate Bid – Fixed Prices for Twenty-Seven Months (January 1, 2010 through March 31, 2012)

1. Prices Based on Contractor Providing Billing Services

a. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (non-senior household) \$ \_\_\_\_\_

b. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (senior household) \$ \_\_\_\_\_

2. Prices Based on Village of Granville Providing Billing Services

a. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (non-senior household) \$ \_\_\_\_\_

b. Total monthly price per residential premises for garbage, refuse, \$ \_\_\_\_\_

recyclables, and yard waste (senior household)

C1. Alternate Bid – Three-Year Fixed Prices for Collection Over Two-Day Period

1. Prices Based on Contractor Providing Billing Services

a. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (non-senior household) \$ \_\_\_\_\_

b. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (senior household) \$ \_\_\_\_\_

2. Prices Based on Village of Granville Providing Billing Services

a. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (non-senior household) \$ \_\_\_\_\_

b. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (senior household) \$ \_\_\_\_\_

C2. Alternate Bid – Twenty-Seven Month Fixed Prices for Collection Over Two-Day Period

1. Prices Based on Contractor Providing Billing Services

a. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (non-senior household) \$ \_\_\_\_\_

b. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (senior household) \$ \_\_\_\_\_

2. Prices Based on Village of Granville Providing Billing Services

a. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (non-senior household) \$ \_\_\_\_\_

b. Total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (senior household) \$ \_\_\_\_\_

D1. Alternate Bid – Rate Adjustment for Fuel Costs over Thirty-Six Month Contract

1. Prices Based on Contractor Providing Billing Services

a. Initial total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (non-senior household) \$ \_\_\_\_\_

b. Initial total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (senior household) \$ \_\_\_\_\_

2. Prices Based on Village of Granville Providing Billing Services

a. Initial total monthly price per residential premises for garbage, \$ \_\_\_\_\_

refuse, recyclables, and yard waste (non-senior household)

b. Initial total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (senior household) \$ \_\_\_\_\_

Note: Please provide a complete description of how the mechanics of the fuel adjustment would be applied to the initial monthly prices listed above: what index would be used, what would be the base point for the index, how often would the rates be adjusted, would there be a cap on the amount of the adjustment, would rates be subject to both a decrease (with a drop in the index) as well as an increase, etc.:

D2. Alternate Bid – Rate Adjustment for Fuel Costs over Twenty-Seven Month Contract

1. Prices Based on Contractor Providing Billing Services

a. Initial total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (non-senior household) \$ \_\_\_\_\_

b. Initial total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (senior household) \$ \_\_\_\_\_

2. Prices Based on Village of Granville Providing Billing Services

a. Initial total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (non-senior household) \$ \_\_\_\_\_

b. Initial total monthly price per residential premises for garbage, refuse, recyclables, and yard waste (senior household) \$ \_\_\_\_\_

Note: Please provide a complete description of how the mechanics of the fuel adjustment would be applied to the initial monthly prices listed above: what index would be used, what would be the base point for the index, how often would the rates be adjusted, would there be a cap on the amount of the adjustment, would rates be subject to both a decrease (with a drop in the index) as well as an increase, etc.:

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

Name of Company:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

Other Interested Parties:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

### PROPOSAL BOND

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

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned

\_\_\_\_\_, as principal,  
(here insert full name or legal title of Contractor and address)

and \_\_\_\_\_, as surety,  
(here insert full name or legal title of Surety)

are held and firmly bound unto the Village of Granville, Ohio, hereinafter called the Obligee, in the penal sum of twenty-five thousand dollars, (\$25,000), to undertake the Project known as Collection, Transportation, and Processing of Residential Refuse and Garbage, Recyclables, and Yard Waste.

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 to the Village of Granville, Ohio on the Project referenced above.

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal for the Collection, Transportation, and Processing of Residential Refuse and Garbage, Recyclables, and Yard Waste and a contract is awarded to the Principal, then said Principal shall in writing within ten (10) business days after the Notice of Award of said work, enter into a contract in writing with the Village of Granville, Ohio. Should the Principal fail to enter into such contract in writing within the ten (10) business days as provided herein, then the Proposal Bond shall be forfeited to the Village of Granville, Ohio as compensation for damages associated with the failure to enter into such contract, 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.

If the Obligee accepts the proposal of the Principal and the Principal within ten (10) business days after the Notice of Award enters into a proper Agreement in accordance with the Bidding Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

PRINCIPAL:

SURETY:

\_\_\_\_\_  
(Principal's Name and Corporate Seal)

\_\_\_\_\_  
(Surety's Name and Corporate Seal)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature, Attach Power of Attorney)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

**Attest:** \_\_\_\_\_  
(Signature)

**Attest:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety Company's Address)

\_\_\_\_\_  
(Address Continued)

\_\_\_\_\_  
(Surety Agent's Name)

\_\_\_\_\_  
(Surety Agent's Address)

\_\_\_\_\_  
(Address Continued)

## STATEMENT OF QUALIFICATIONS

The Bidder is required to state, in detail, in the space provided below, its experience and qualifications for providing the services included in the proposed contract, to enable the Village of Granville to judge its responsibility, experience, skill, and financial standing.

The Bidder shall show on the Statement of Qualifications below information including, but not less than, the following:

(a) The character of the previous work performed during the past five years, along with references, and other detailed information that will enable the Council to determine responsibility, including experience and skill.

For each previous contract for the collection of garbage, refuse and recyclables, the bidder must furnish the following information: service area; local contact (with telephone number); description of service; annual contract amount; and kind and number of units serviced (for example, residential, commercial, etc.);

(b) The number of packer type vehicles and recycling vehicles available and to be assigned to collection within the Village, including model type and year;

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

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

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

(f) This statement shall also include a statement and evidence that the bidder has an available landfill or other means of disposal for the proposed term of the contract.

(Additional pages may be attached if space is insufficient.)







## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Now comes the \_\_\_\_\_ (hereinafter, the "Contractor")

The Contractor agrees to indemnify and hold harmless the Village of Granville, the Village Council, the Village Manager, the Village Finance Director, and all of its members, agents, officers, employees, and representatives (and their heirs, executors and administrators) who are made a party or are threatened to be made a party to any litigation, action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a trustee, officer, employee or agent of the Village or is or was serving at the request of the Village, against expenses, attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding in connection with any of the activities of related to the refuse, garbage, recyclables, and yard waste collection, transportation, and processing by the Contractor or his designee, employee, agent, assign, or subcontractor including, but not limited to, any negligent or intentional act which results in any harm or damage to another or to the property of another in connection with the refuse, garbage, recyclables, and yard waste collection, transportation, and processing for the Village of Granville. The foregoing right of indemnification shall not be exclusive of other rights or remedies to which such Village official, employee or agent (or their heirs, executors and administrators) may be entitled.

CONTRACTOR:

\_\_\_\_\_  
Contractor's Name and Corporate Seal

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009

Seal of Notary

My Commission expires \_\_\_\_\_.

### NON-COLLUSION AFFIDAVIT

Bid Identification: Collection, Transportation, and Processing of Residential Refuse and Garbage, Recyclables, and Yard Waste

The undersigned hereby declares that the foregoing 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 sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by Agreement, communication, or conferences with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted a 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 person, partnership, company, association, organization, corporation, or bid depository, or to any agent or member 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 or her general business.

State of Ohio  
County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_, the proprietorship, partnership, or corporation making the foregoing bid; that he/she is familiar with said bid; and said bid is genuine and not collusive or sham.

Signed \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(seal of Notary)  
Notary Public

My commission expires \_\_\_\_\_.

## FINDING FOR RECOVERY AFFIDAVIT

State of Ohio  
County of \_\_\_\_\_

Bid Identification: Collection, Transportation, and Processing of Residential Refuse and Garbage, Recyclables, and Yard Waste

The undersigned individual or duly authorized representative of the identified company, having first been duly cautioned and sworn, alleges and states, pursuant to Section 9.24 of the Ohio Revised Code, that at the time this BID was submitted, said individual or company was not the subject of an unresolved finding for recovery issued by the Auditor of the State of Ohio.

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(seal of Notary)  
Notary Public

My commission expires \_\_\_\_\_.

## AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

Bid Identification: For Collection, Transportation, and Processing of Residential Refuse and Garbage, Recyclables, and Yard Waste to be Awarded by the Village Council of the Village of Granville

The undersigned hereby makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of themselves or of the business entity:

1. That none of the following has individually made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000 to any member of the Village Council or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have collectively made since January 1, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000 to any member of the Village Council or their individual campaign committees:

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

State of Ohio  
County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that he/she is  
\_\_\_\_\_ of \_\_\_\_\_, the  
proprietorship, partnership, or corporation making the foregoing bid, and that he/she has the  
authority to make the foregoing representation on behalf of themselves or of the business entity.

Signed \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public (seal of Notary)

My commission expires \_\_\_\_\_.

# CONTRACT

This contract is made this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the Village of Granville, Ohio (the "Village") and \_\_\_\_\_ (the "Contractor").

**WITNESSETH:**

The Contractor hereby agrees to furnish at Contractor's own cost and expense all equipment, labor and materials for the collection, transportation and processing of all refuse, garbage, recyclables, and yard waste from residential households according to Advertisement (Notice to Bidders), Information for Bidders, Specifications, Proposal, Proposal Bond, Contract and Performance Bond (the "Contract Documents") therefor, which are on file in the Granville Village offices, and which are by reference made a part of this Contract and attached hereto.

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

The Village, in consideration of the full and faithful performance of the provisions herein, agrees that it will grant to the Contractor the exclusive right to collect, transport, and process refuse, garbage, recyclables, and yard waste from residential households in the Village of Granville for a period from January 1, 2010 through \_\_\_\_\_ 31, 2012; with an option to extend the contract upon the mutual agreement of both the Contractor and the Village.

It is mutually agreed that the Village shall have the power of termination of this contract if the Contractor fails to comply with the provisions outlined in the Contract Documents. If the Village determines that the Contractor is not complying with the terms of the Contract Documents, it may terminate the contract by giving the Contractor thirty (30) days notice by certified mail. Upon such termination the Contractor shall forfeit its Performance Bond to the benefit of the Village.

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

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

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

VILLAGE OF GRANVILLE:

CONTRACTOR:

By: \_\_\_\_\_  
Village Manager

\_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of Council

By: \_\_\_\_\_

By: \_\_\_\_\_

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

### CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned

\_\_\_\_\_, as principal,  
(here insert full name or legal title of Contractor and address)

and \_\_\_\_\_, as surety,  
(here insert full name or legal title of Surety)

are held and firmly bound unto the Village of Granville, Ohio, hereinafter referred to as the "Village", in the penal sum of one hundred thousand dollars, (\$100,000), for the payment of which 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 OBILGATION IS SUCH, that whereas the above named Principal entered into an Agreement with the Village for the Collection, Transportation, and Processing of Residential Refuse and Garbage, Recyclables, and Yard Waste, which Agreement was dated the \_\_\_\_\_ day of \_\_\_\_\_, 2009, and which Agreement has been incorporated herein by reference and made a part of this bond the same as if set forth herein.

NOW, ALSO, if the said Principal shall well and faithfully perform each and every condition of such Agreement; and indemnify the Village against all damage suffered by failure to perform such Agreement according to the provisions thereof and in accordance with the Contract Documents therefore; and shall pay all lawful claims of subcontractors, material men, and laborers for labor performed and materials furnished in carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any material men or laborers having 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.

And the surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder or the Bid Package with Legal Notice, Specifications and Bid/Contract Documents for the Collection, Transportation, and Processing of Residential Refuse and Garbage, Recyclables, and Yard Waste accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or to the work or to the Bid Package.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

PRINCIPAL:

SURETY:

\_\_\_\_\_  
(Principal's Name and Corporate Seal)

\_\_\_\_\_  
(Surety's Name and Corporate Seal)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature, Attach Power of Attorney)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

**Attest:** \_\_\_\_\_  
(Signature)

**Attest:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety Company's Address)

\_\_\_\_\_  
(Address Continued)

\_\_\_\_\_  
(Surety Agent's Name)

\_\_\_\_\_  
(Surety Agent's Address)

\_\_\_\_\_  
(Address Continued)

### DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

(Note: This is to be submitted after the contract award but before the contract is entered into.)

State of Ohio  
County of \_\_\_\_\_

Bid Identification: Collection, Transportation, and Processing of Residential Refuse and Garbage, Recyclables, and Yard Waste

The undersigned individual or duly authorized representative of the identified company, having first been duly cautioned and sworn, alleges and states that said individual or company has been advised that he or she has or it has received a Notice of Intent to Award a Contract let by competitive bid by the Village of Granville, but prior to the execution of said Contract and pursuant to Section 5719.042 of the Ohio Revised Code, provides this statement to the Fiscal Officer under oath that he or she or it was not charged, on the date the Bid was submitted, with any delinquent personal property taxes on the General Tax List of Personal Property for Licking County, Ohio, or that he or she or it is so charged in the following amount:

Amount of Delinquent Personal Property Taxes:	\$ _____
Penalties and interest due and unpaid:	\$ _____
Total (if none, indicate "NONE"):	\$ _____

A copy of this sworn statement will be attached to and incorporated into the Contract, which will enable payments to be made under said Contract.

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(seal of Notary)  
Notary Public

My commission expires \_\_\_\_\_.