



Bid No. 20-03

Municipal Waste Removal and Disposal

Due in the Office
10:00 am
March 11, 2020
Fairborn Government Center
Finance Department
44 West Hebble Avenue
Fairborn, Ohio 45324



44 W. HEBBLE AVENUE, FAIRBORN, OHIO 45324-4999 Ph: (937) 754-3005 Fx: (937) 754-3115

CITY OF FAIRBORN NOTICE TO BIDDERS
BID NO. 20-03

The City of Fairborn, Ohio will receive sealed bids for Municipal Waste Removal and Disposal. Bids will be received in the Finance Office, 44 West Hebble Avenue, Fairborn, Ohio 45324 until 10:00 a.m. on March 11, 2020, at which time they will be publicly opened and read aloud.

Specifications and required documents may be obtained online at: www.fairbornoh.gov/services/bid_opportunities. Upon downloading the document, an e-mail with the company's contact person's information must be sent to karen.hawkins@fairbornoh.gov to be included as a viable bidder and receive any potential addendums. A hard copy is available for review between 8:00 a.m. and 5:00 p.m. at the City Administrative Offices at 44 W. Hebble Ave., Fairborn OH. Each submitted proposal must be on City provided forms and contain **all** required documents included in the bid packet. Said bids shall be submitted in a sealed envelope clearly marked with the name of the bidder and the bid number in the upper left corner of the envelope, and be addressed as follows:

Attn: Bid Proposal
Fairborn Finance Department
44 W Hebble Ave.
Fairborn, Ohio 45324

The City reserves the right to reject any and all bids, to waive any irregularities in the bidding, and to enter into a contract with the bidder(s) who in the City's opinion offers the lowest and best bid.

For more information on bid specifications, call Karen Hawkins, Public Works Director, at 937-754-3031.

For questions regarding the bid process, call Katie Estes at 937-754-3005.

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**CITY OF FAIRBORN
FINANCE DIVISION
44 W. Hebble Ave.
Fairborn, OH 45324-4999
Ph: (937) 754-3005
Fx: (937) 754-3115**

February 17, 2020

Interested Bidders,

Thank you for your interest in doing business with the City of Fairborn. Your bid will assist in the fulfillment of the City's mission to deliver municipal services through cost-effective and professional means. It is our policy to select vendors that offer the lowest **and** best bid for products and services. We appreciate your willingness to work with us to responsibly provide goods or services for the City of Fairborn.

The information herein is intended to assist vendors to properly respond to this Invitation to Bid. The City of Fairborn believes that this packet provides sufficient information to submit bids that meet minimum requirements. Please pay special attention to the required documents. Also keep in mind that the packet is not intended to limit a proposal's content or to exclude any relevant or essential data there from. Vendors are encouraged to include additional information that will substantiate their service capabilities, product quality, and support commitment.

The submission of this bid does not guarantee the award of a contract for the said bid. The City reserves the right to reject any and all bids, to waive any irregularities in the bidding, and to enter into a contract with the bidder(s) who in the City's opinion offers the lowest **and** best bid. For questions regarding the bid process or the required forms within, please contact the City of Fairborn. Again, we appreciate your interest in working with the City of Fairborn.

Sincerely,

Randy Groves
Finance Director



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REQUIRED BID DOCUMENTS

The following checklist is provided to ensure the minimum requirements are met when submitting a bid for the City of Fairborn. Please return these items in the order of which they are listed.

- 1 _____ Proposal Form
- 2 _____ Terms and Conditions Acknowledgement
- 3 _____ Bid Bond, Certified Check or Cashier's Check in the amount of 5% of the bid
- 4 _____ Bid Check Return Authorization (if applicable)
- 5 _____ References
- 6 _____ Timeline
- 7 _____ House Bill 694 Acknowledgement
- 8 _____ Delinquent Personal Property Tax Affidavit
- 9 _____ Non-Collusion Affidavit
- 10 _____ Proof of ability to attain Liability Insurance
- 11 _____ Vendor Application and Signed W-9
- 12 _____ Copy of Worker's Compensation Insurance Policy

ADDITIONAL REQUIREMENTS SPECIFIC TO BID

If not providing a certified check or cashier's check, insert bid bond here.



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PROPOSAL FORM

Company Name

Address City State Zip

Phone Email

Website

Contact Name Title

Phone Email

Please submit three (3) copies of the complete proposal package (including this form) and any other applicable material.

EACH PROPOSAL SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING REQUIREMENTS:

BASE BID

1. Collection Costs

Cost per household per month for weekly pick-up services:

A. Solid waste with recycling including bulk item
pick-up as detailed in the bid specifications: \$ _____ /month

ALTERNATE TO THE BASE BID

1. Yard Waste – Weekly service contracted separately by customer \$ _____ /month
2. Yard Waste – Per Bag or Container Fee \$ _____ / pull
3. Yard Waste – Autumn Leaf Removal (up to 3 events) \$ _____ /event
4. Additional fee for dumpsters NOT covered above for City-Sponsored Events
 - A. 4 Cu. Yd. \$ _____ / pull
 - B. 6 Cu. Yd. \$ _____ / pull
 - C. 8 Cu. Yd. \$ _____ / pull
 - D. 20 Yd. Roll Off \$ _____ / pull
 - E. 30 Yd. Roll Off \$ _____ / pull
 - F. 40 Yd. Roll Off \$ _____ / pull
5. Neighborhood Clean-Up Program - 30 yd. Dumpster \$ _____ / pull
6. Neighborhood Clean-Up Program - 20 yd. Dumpster \$ _____ / pull
7. Neighborhood Clean-Up Program Curb side pick-up \$ _____ / ton
8. Street Sweeper Debris \$ _____ / pull
9. Residential Extra Pick Up Fee \$ _____ /4 yard



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TERMS AND CONDITIONS ACKNOWLEDGEMENT

Bidder acknowledges and agrees with the following:

- Late bids cannot and will not be considered.
- The City of Fairborn is requesting bids for the goods and/or services described in the attached bid specifications. The City reserves the right to require vendors to present their proposal in person to a City review board.
- The City reserves the right to request samples for testing and evaluation. Any request will be reasonable in quantity, as deemed by the City, so as not to cause undue financial hardship or burden to the vendor. Any such request will not be billable to the City, and any vendor that fails to supply samples upon request may be excluded from further consideration.
- While the City appreciates a brief, straightforward, concise reply, the bidder must fully acknowledge that the evaluation is based on the information provided.
- All expenses for developing the proposals and answering the City's questions are entirely the responsibility of the vendor and shall not be chargeable, in any manner, to the City of Fairborn.
- The goods and/or services described herein include a detailed description of the goods and/or services offered, plus the associated warranties, and other relevant information that would be beneficial in evaluating the submitted bid.
- There will be no withdrawal or modification of a proposal after it has been submitted.
- By submitting a bid the vendor agrees that acceptance of any or all quotations by the City within sixty (60) days constitutes a contract.
- Bidder shall enclose with their sealed bids sufficient engineering and technical data to enable the City to evaluate the proposal.
- The enclosed bid specifications are issued for the purpose of establishing standards of quality. Bidders wishing to bid on units that deviate from the specified standards may do so. A complete set of specifications must be included in the sealed bid for each proposed unit. The City of Fairborn reserves the right to judge the suitability and acceptability of any proposed unit.
- The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions(s) to Bid Conditions and Specifications" and shall be attached to the bid.

TERMS AND CONDITIONS ACKNOWLEDGEMENT (cont'd)

In the event that a contract is awarded, bidder acknowledges the following:

- At the time of bid acceptance, a Performance Bond, Cashier's Check or Certified Check in the amount considered acceptable by the City of Fairborn up to 100% of the contract amount *may* be required to insure performance.
- Contracts will contain the following terms and conditions:

Payment Terms..... Net 30 days after acceptable installation
 FOB Point..... FOB delivered and installed
 Freight Terms.....Prepaid and allowed

- All invoices will be detailed and itemized as to charges, will include a valid purchase order number for the shipment, as well as signed and dated delivery receipts. This will be sent to:

The City of Fairborn
 Attention: Finance Department
 44 W. Hebble Ave
 Fairborn, Ohio 45324

- The City is exempt from all sales taxes. A blanket certificate of exemption will be issued at the request of the successful bidder. The successful bidder will be required to sign a standard performance agreement.
- The City of Fairborn, in its sole discretion, will determine if the quality of work meets the City's standards.
- Payment will be made thirty (30) days after complete delivery and acceptance by the City.
- The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such action shall include but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- The contractor shall be in compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code including proper reporting.
- The contractor shall not have any Unresolved Findings for Recovery with the State Auditor.
- Contract terms and conditions are not limited to the items listed above.

By signing below, I certify that I am an authorized representative of the identified company and I acknowledge and agree to each of the terms and conditions listed above.

Company Name

Signature	Date
_____	_____
Print Name	Title
_____	_____



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**BID CHECK RETURN
AUTHORIZATION FORM**

If submitting a cashier's check or certified check instead of a bid bond, bidders must complete this form and attach to bid check. All bid checks must be for the required amount and be payable to City of Fairborn, **not payable to any individual**.

The City of Fairborn Finance Department may retain the bid checks of the bidders until after the award and approval of the contract or after the receipt of a performance bond.

Authorization is hereby granted for the City of Fairborn Finance Department to return the bid check via regular mail without liability of any kind or nature to the address listed below if:

1. we are an unsuccessful bidder, or
2. a performance bond has replaced the bid check, or
3. upon completion of contract.

Bid for: _____

Cashier's Check Number: _____ Drawn on: _____

Dated: _____ In the amount of: \$ _____

Name: _____

Signature: _____

Mailing Address: _____

City & State: _____ Zip Code: _____

Telephone: _____

For Use of Finance Department Only:

Date Check Mailed: _____ By: _____



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LIST OF REFERENCES FOR SIMILAR SERVICE PROVISION

Name:		Contact:	
Address:		Account Size:	
Number:		Account Age:	
Additional Information:			

Name:		Contact:	
Address:		Account Size:	
Number:		Account Age:	
Additional Information:			

Name:		Contact:	
Address:		Account Size:	
Number:		Account Age:	
Additional Information:			

BANK REFERENCE(S)

1						
	Name	Address	City	State	Zip	Phone
2						
	Name	Address	City	State	Zip	Phone

ADDITIONAL INFORMATION

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44 W. HEBBLE AVENUE, FAIRBORN, OHIO 45324-4999 Ph: (937) 754-3005 Fx: (937) 754-3115

HOUSE BILL 694 ACKNOWLEDGEMENT

Annual H.B. 694 Certification - Ohio Revised Code Section 3517.13 provides that a City may not award a contract to purchase goods or services of more than \$10,000 to a provider if that provider made certain political contributions to a City Council member (including Mayor) in the two calendar years prior to the year in which the contract is awarded. Further, prior to entering into a contract in excess of \$10,000, a City must obtain a certification that the provider of goods or services under that contract is in compliance with House Bill 694. The person making the bid shall certify that all of the following persons, as applicable, are in compliance with ORC 3517.13 and, by signing below, indicates that they are authorized to make this statement on behalf of himself, herself, and/or the business entity.

- (a) The individual, if the contract is with an individual;
- (b) Each partner or owner, if the contract is with a partnership or other unincorporated business;
- (c) Each shareholder, if the contract is with an association;
- (d) Each administrator, if the contract is with an estate;
- (e) Each executor, if the contract is with an estate;
- (f) Each trustee, if the contract is with a trust;
- (g) Each spouse of any person identified in sections a – f above;
- (h) Each child, seven years of age to seventeen years of age, of any person identified in sections a – g above;
- (i) Any combination of persons identified in sections a – h above;
- (j) Each owner of more than 20% of the corporation or business trust, if the contract is with a corporation or business trust;
- (k) Each spouse of any person identified in section j;
- (l) Each child, seven years of age to seventeen years of age, of any person identified in sections j - k above;
- (m) Any combination of persons identified in sections j – l above.

This certification shall be valid and true for the entire calendar year unless the provider of goods or services notifies the City otherwise. The provider acknowledges the duty to notify the City if no longer in compliance. By signing this form, you indicate you have the authority to make this representation on behalf of yourself, and/or of the business entity.

ACKNOWLEDGED, ACCEPTED, AND AGREED

_____ Company Name

_____ Signature

_____ Date

_____ Print Name

_____ Title



44 W. HEBBLE AVENUE, FAIRBORN, OHIO 45324-4999 Ph: (937) 754-3005 Fx: (937) 754-3115

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO }
 } :SS
 COUNTY OF _____ }

The undersigned individual, an authorized representative of the identified company, having been first duly cautioned and sworn, alleges and states that the successful bidder on the attached contract with the City of Fairborn for said contract and for the purpose of complying with Section 5719.042 of the Ohio Revised Code, states that at the time of the bid for said contract was submitted, said bidder was / was not (*circle one*) charged with delinquent property taxes on the General Tax List of personal property of a county in which the City of Fairborn has territory (presently Greene County). The amount of such due and unpaid delinquent taxes, penalties and interest thereon is as follows:

Taxes	Penalties & Interest	County
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____

 Company Project Name

 Signature Print Name Date

Sworn to and subscribed before me this _____ day of _____, 20_____

 Notary Public County

My commission expires: _____



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NON-COLLUSION AFFIDAVIT

STATE OF OHIO }
 } :SS
COUNTY OF _____ }

The undersigned individual, an authorized representative of the identified company, having been first duly cautioned and sworn, alleges and states that all statements of fact in such bid are true; that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, associate, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly, by agreement, communication or conference with anyone attempting to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder or anyone else interested in the proposed contract; and further, that prior to the public opening and reading of bids, said bidder,

- a) did not directly or indirectly, induce or solicit anyone else to submit a false bid;
- b) did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;
- c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of the bid price, or that of anyone else;
- d) did not, directly or indirectly, submit the bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership of other financial interest with said bidder; and
- e) did not include in the bid price any fees, dues, charges, or assessments because bidder was required to do so by reason of bidder's membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that bidder would do so.

Company Project Name

Signature Print Name Date

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public County

My commission expires: _____



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**LIABILITY INSURANCE
MINIMUM REQUIREMENTS**

The City of Fairborn should be included as an additional insured on the *winning* bidder’s certificate of liability insurance. All bidders shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1) Workers’ Compensation

State	Statutory
Applicable Federal	Statutory
Employer’s Liability	\$1,000,000

2) General Liability, which shall include completed operations and product liability coverages and eliminate any exclusion with respect to property under the care, custody and control of bidder:

General Aggregate	\$3,000,000
Products-Completed	\$3,000,000
Personal and Advertising Injury (per occurrence)	\$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000

Property damage liability insurance shall provide explosion, collapse and underground coverages where applicable.

3) Automobile Liability (including hired and non-owned vehicles)

Bodily Injury	
Each Person	\$ 500,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$ 500,000
Combined Single Limit	
Each Accident	\$1,000,000
MCS 90 Endorsement on Vehicle Insurance	Statutory

4) Umbrella Liability Coverage (not required but preferred):

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

5) Owner’s Liability Insurance

Bodily Injury	
Each Occurrence	\$1,000,000
Property Damage	
Each Occurrence	\$1,000,000
Annual Aggregate	\$3,000,000
Or Combined Single Limit	
Each Occurrence	\$1,000,000



FAIRBORN CONTACT

DATE RECEIVED

44 W. HEBBLE AVENUE FAIRBORN, OHIO 45324-4999 Ph: (937) 754-3005 Fx: (937) 754-3115

VENDOR APPLICATION

Mark One _____ New Applicant _____ Name and/or Address Change
_____ Add Prod. and/or Services _____ Delete Products and/or Services

Company Name _____

DBA _____

Mark One _____ Corporation _____ Partnership _____ Limited Liability Company
_____ Individual/Sole Proprietor _____ Other

SSN _____ **or FID** _____

Mailing Address _____

City _____ **State** _____ **Zip** _____

Payment Address _____
(if different from above)

City _____ **State** _____ **Zip** _____

Phone _____ **Fax** _____

Website _____

Products or Services
(please be specific)

Additional Information

Contact _____ **Title** _____

Phone _____ **Email** _____



44 W. HEBBLE AVENUE, FAIRBORN, OHIO 45324-4999

MUNICIPAL WASTE HAULING AND DISPOSAL

BID SPECIFICATIONS

Municipal Waste Hauling and Disposal Bid Specifications and Scope

Definitions

1. "Solid wastes" means such unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining, or demolition operations, or other waste materials of the type that normally would be included in demolition debris, nontoxic fly ash and bottom ash, including at least ash that results from the combustion of coal and ash that results from the combustion of coal in combination with scrap tires where scrap tires comprise not more than fifty per cent of heat input in any month, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, solid waste, scrap tires, combustible and noncombustible material, street dirt, and debris. "Solid wastes" does not include any material that is an infectious waste or a hazardous waste.
2. "Commingled yard waste" means yard waste that has been commingled with other solid wastes. Commingled yard waste does include containerized source-separated yard waste including, but not limited to, yard waste in paper or plastic bags where such bags are commingled with other solid wastes.
3. "Composting facility" means a site, location, tract of land, installation, or building used for composting of solid waste in accordance with Chapter 3734. of the Ohio Revised Code and rules adopted thereunder.
4. "Legitimate recycling facility" means an engineered facility or site where recycling of material other than scrap tires is the primary objective of the facility including:
 - a. Facilities that accept only source separated recyclables, except scrap tires, or commingled recyclables which are currently recoverable utilizing existing technology.
 - b. Facilities that meet all of the following:
 - i. Accept mixed or source separated solid waste streams.
 - ii. Recover for beneficial use not less than sixty per cent of the weight of solid wastes brought to the facility each month (as averaged monthly) for not less than eight months in each calendar year.
 - iii. Dispose of not more than forty per cent of the total weight of solid wastes brought to the facility each month (as averaged monthly) for not less than eight months in each calendar year.
5. "Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting solid waste that would otherwise be disposed in a solid waste disposal facility and returning reconstituted materials to commerce as commodities for use or exchange.
6. "Sanitary landfill facility" means an engineered facility where the final deposition of solid waste on or into the ground is practiced in accordance with Chapter 3745-27, 3745-29 or 3745-30, as appropriate, and 3745-37 of the Ohio Administrative Code, and includes the units within the limits of waste placement, all ground water monitoring and control system structures, buildings, explosive gas monitoring, control, and extraction

system structures, surface water run-on and runoff control structures, sedimentation ponds, liner systems, and leachate management system structures. The sanitary landfill facility includes all portions of the facility described above and those areas within three hundred feet of the limits of waste placement unless an alternate setback is deemed acceptable by the director. If the owner or operator has not obtained approval of a permit to install, which delineates the setback from the limits of waste placement, submitted in accordance with section [3734.05](#) of the Revised Code, the sanitary landfill facility includes all portions of the facility described above and those areas within three hundred feet of the limits of waste placement unless the property line of the facility is less than three hundred feet from the limits of waste placement, in which case the sanitary landfill facility includes those areas within the property line.

7. "Solid waste disposal facility" means any site, location, tract of land, installation, or building used for incineration, composting, sanitary landfilling, or other approved methods of disposal of solid wastes.
8. "Solid waste transfer facility" or "transfer facility" means any site, location, tract of land, installation, or building that is used or intended to be used primarily for the purpose of transferring solid wastes that are generated off the premises of the facility from vehicles or containers into other vehicles or containers for transportation to a solid waste disposal facility. The term does not include any facility that consists solely of portable containers that have an aggregate volume of fifty cubic yards or less nor any facility where legitimate recycling activities are conducted. The term does not include any facility that accepts scrap tires other than scrap tires which are accepted incidental to a mixed solid waste shipment.
9. "Yard waste" means solid waste that includes only leaves, grass clippings, brush, garden waste, tree trunks, tree stumps, and prunings from trees or shrubs and vegetative waste resulting from the use of commercial products, including but not limited to discarded flowers, potted flowers, or grave blankets that do not include plastic, metal, styrofoam, or other non-biodegradable material. Yard waste does not include industrial agricultural processing or food processing.

General Specifications

1. The City of Fairborn intends to contract with one company that will provide solid waste removal services and recycling removal services for all residential customers in Fairborn.
2. In 2019, Fairborn averaged a total of 10,297 residential customers per month. Tonnages for 2018 showed a total of 1592 tons of recycled waste and 9067 tons of solid waste.
3. Work under this contract shall begin January 1, 2021 and shall terminate December 31, 2025 unless the contract has been terminated at an earlier date in accordance with the terms of the contract or the option to renew has been invoked. With the consent of the contractor and the City, the City has the option to renew the contract after the initial term in two year increments maintaining the same fee structure as the original contract. The request for renewal must be made by either the City or the contractor no later than six months prior to the expiration of the contract.
4. The base bid shall be provided as a per customer/per month fee for waste removal services and recycling removal services for all residential customers in Fairborn utilizing the

specification provided herein to include providing a 96 gallon solid waste cart and a 64 gallon recycling cart. The Price Proposal for each residential unit serviced by the contractor shall include all costs associated with the collection and disposal of solid wastes and collection and processing of recyclables. There shall be no additional fees or surcharges added to the cost of service unless prior approval is granted by the City.

5. Alternate fees for autumn bagged yard waste removal, street sweeping removal, and additional services are requested. There shall be no additional fees or surcharges added to the cost of these service unless prior approval is granted by the City.
6. The hauler may adjust the per customer/per month cost annually for each year of the contract term. The adjustment shall correspond to the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) for Water/Sewer/Solid waste measured on a 12-month basis ending October 31 of each contract year. If the CPI increases from the prior year, the per customer/per month fee shall be increased by the CPI increase, but shall not exceed 3%. If the CPI decreases from the prior year, the per customer/per month costs shall remain the same as the previous year. Collection cost adjustments shall be effective on January 1 of each contract year, after the end of year one (1) of the contract.
7. As part of the customer service strategy the bidder shall provide information explaining the proposed method of handling customer complaints and concerns including missed service and method of notification to customers when trash does not meet collection standards. The plan shall include a description of the reporting that will be provided to the City of all complaints received.
8. All residential units including apartment complexes of three units or less within the City of Fairborn are required to use service provided by the contractor.
9. All communications concerning solid waste collection and disposal should be handled between the city's representative and a representative of the bidder.
10. The contractor shall, before submitting a proposal, become familiar with the present requirements and practices of solid waste, recycling and yard waste collection. It is the responsibility of the contractor to meet the entity's requirements for "current" standards of collection and all applicable County, State and Federal regulations pertaining to the collection of solid waste, recycling and yard waste collection. It is the express purpose of this bid not to have any of the current standards diminished as a result of the changing contracts unless such changes are specifically addressed in these specifications. The present pre-collection practices generally observed at this time can be expected to be the same as those to be observed throughout the term and renewal periods of this contract.
11. At all times during the contract period, plus for a period of at least 30 days following the date of termination of the contract, the contractor shall maintain and properly staff a toll-free telephone number specifically designated for City of Fairborn customers to call for customer service issues. The call center must maintain staff that have been properly trained to manage and troubleshoot the City of Fairborn contract. This toll-free number must be manned, at a minimum, between the hours of 8:00 a.m. and 5:00 p.m. A 24 hour emergency number will be provided in case of emergencies. Callers should be provided with a claim number for future reference and provided a timeframe for a remedy to their issue.
12. The city desires to have digital communication capabilities as an alternate means of contact for the customers and city personnel such as on-line work order requests, e-mail request

capabilities, and/or on-line chat capabilities. The bidders shall describe what digital communication capabilities would be available in their customer service strategy.

13. The City desires that the contractor have a computerized tracking system to document electronically when each customer has been serviced. This system should be able to document when solid waste and/or recycling has not been serviced at an address and be able to provide a reason (solid waste not set out, extra pick up requested, etc.). Route drivers should be able to photo document "Extra" services which could result in additional fees to the City. The City of Fairborn can provide a database of all customers to the contractor. The bidder shall describe how the proposed technology system works and provide an implementation schedule if available.
14. The contractor shall submit a plan for educating customers regarding the contract transition to include: cart delivery (if applicable), scheduling of bulk pick-ups, customer service contacts, acceptable materials, collection zones (if applicable), collection schedules; and fall leaf bag pick-up if this option is exercised. The plan shall indicate when this educational program will occur ahead of the contract transition.
15. It is the contractor's responsibility to collect and manage solid waste and recyclables in compliance with all local, state, and federal regulations. Solid waste collected shall be disposed at licensed facilities. Recyclables shall be collected and processed at facilities that ensure the commodities are recycled.
16. All solid waste, waste materials, and recyclables shall belong to the contractor as soon as they are placed in the contractor's vehicle.
17. The City may consult the contractor during the review of new plats and other developments in the City requiring solid waste pickup service. It is the responsibility of the contractor to service new houses as soon as a certificate of occupancy has been issued.
18. The contractor shall be responsible for providing adequate notice to the customers and City about route changes.
19. The contractor shall provide an information packet which can be reproduced and distributed by the city to residents. It shall be reviewed annually and if needed, updated.
20. It shall be the responsibility of the contractor to obtain any and all permits required to carry out the services described herein.
21. It is expressly understood that the diligent execution of the terms of this contract is extremely important to the preservation of the public health, and upon default of the contractor, the city reserves the right to immediately employ the necessary staff and equipment to remove the said material and to charge the cost incurred thereof to the contractor, holding the contractor and the contractor's surety responsible for the said cost.
22. It is expressly agreed that in the case of default, in addition to the actual cost of the collection and disposal of all material, that the city shall charge to the contractor and the contractor's surety, Three Hundred and Fifty Dollars (\$350) per day which is not to be considered a penalty, but is to defray the cost of the supervision of the work made necessary by the default of the contractor.
23. Should any default be made in any of the agreements herein on the part of the contractor,

the city reserves the right to rescind this contract and terminate the same by giving ten (10) days notice in writing to the contractor of their intention, this notice shall state the cause for default. After ten days, the city will give the contractor a hearing and after the hearing thereof, the determination of the city shall be absolute and final. Upon the revision of the said contract, all rights of the contractor in said contract shall cease and terminate, and the city shall have the right to hold the contractor and the contractor's surety liable for any and all damages that they may suffer by virtue of the revision of said contract. This rescinding provision is made on account of the vital interest of the City in the public health and welfare of the inhabitants which necessitates that this contract be carried out strictly according to the letter and spirit of the terms herein set forth. To have a contractor who would violate this contract with the City would threaten the public health of residents.

24. The contractor shall report the collected volumes of both solid waste and recyclables. The contractor will be required to submit an annual report to the Greene County Solid Waste Management District and the City of Fairborn Public Administrative Services Department for the following: Quantity of solid waste collected (measured in tons) on a per month basis; Quantity and Categorization of the types of recyclables (measured in tons) on a per month basis and if exercised (3) Yard Waste (measured in tons) for the collection period. This information shall be in sufficient detail as to enable each member to determine compliance with OEPA solid waste volume reduction guidelines. Certification of recycled tonnage is the responsibility of the contractor.
25. Interpretation of Bid Document: If any person contemplating submitting a bid is in doubt as to the true meaning of the plans and specifications, he/she may submit to the Public Works Director a written request for interpretation thereof. Such requests must be made no later than three (3) work days before the bid opening. Any interpretation of the proposed specifications will be made only by addenda duly issued, and a copy of such addenda will be mailed either by US Mail or electronically to each person receiving a set of specifications. The Public Works Director will not be responsible for other explanations of the plans and specifications. All parts of these specifications are intended to be explanatory of each other, but in case of misunderstanding or doubt, the interpretation of the City of Fairborn will be final.
26. The City may request and require additional information about the services or seek clarification about the submitted bid.

Solid Waste Collection Requirements

The solid waste collection specifications shall include, but not be limited to, the following requirements:

1. The contractor shall provide, maintain and operate all facilities, services, materials, equipment, labor and supervision necessary for the collection of all solid waste from all residences located within the City; and also the residences located outside the corporate limits receiving water and/or sewer service from the City as of the date of this contract, as certified by the City. The residences outside of the city are adjacent to the City of Fairborn corporate limits.
2. Contractor shall pick up all solid waste from all residences in the City not less than one time each week. Such service may be performed for the entire City on one single day during the week or on multiple days in a zoned fashion. Collection days shall be on the same day

per week basis for single day collection or the same day per week per zone for zoned areas. Collection shall occur Monday through Saturday between the hours of 7:00 a.m. and 6:00 p.m. unless otherwise authorized by the City in special circumstances. Saturday pick up will be done only to compensate for a weekday holiday; unless otherwise agreed to by the City. The bidder shall provide detailed information on the anticipated pickup plan in the proposal. Those bidders submitting a multi-day zoned collection method shall specifically address the number of days and zones to be utilized and shall discuss the zone collection method and its application to bulk pick-up and curb side recycling. The bidder shall provide a detailed route map which identifies the weekdays that all residential units will receive collection service.

3. In the event that a regularly scheduled collection is missed and a complaint is received by either the City or the contractor, and where no fault can be found on the resident's part, a special collection of the service location will be required of the contractor before the conclusion of the following work day of the notification of the complaint. In the event that the fault falls upon the resident but the City feels that non-collection could cause a health hazard, nuisance, or hardship if left unserved, the contractor will collect the service location within one day (24 hours) from the time of notification when requested by the City to do so without additional fee. The City will only request such service in extraordinary situations.
4. Contractor shall be required to pick up all solid waste deposited in containers supplied by the contractor or customer and appropriately placed at the curb. The contractor shall also be required to pick up all solid waste deposited in containers supplied by contractor under the terms of this agreement to each trailer and mobile home park and each multifamily household with less than four units.
5. The contractor shall take care that no spillage whatsoever occurs from a collection vehicle. Any contents spilled on the premises or streets, or any that fall or are blown from collection vehicles are to be immediately picked up, retrieved and placed in either a collection vehicle or secure container. Failure to do so is a violation of City Ordinance 521.08 which is a minor misdemeanor.
6. The contractor shall provide a list of acceptable and unacceptable solid waste materials in their proposal. It shall also include any specific preparation requirements for disposal of solid waste items including bulk items.
7. The contractor shall provide one solid waste cart to all locations receiving solid waste service. The carts shall be rigid receptacles having at least ninety-six (96) gallons of capacity with wheels and a lid and shall be distributed to all customers at no additional cost to the customer. All carts shall be distributed to the customers no later than the last day of scheduled collection under the city's current contract which expires December 31, 2020. The contractor shall prepare a plan in order to educate the customer regarding the proper use of the solid waste cart. The contractor shall describe in detail their implementation plan in their proposal. If applicable, it shall include information on how containers provided by the previous hauler will be reused or disposed of following a set collection period allowed to the previous hauler. It shall also include the collection plan for said carts at termination of the contract.
8. The contractor is responsible for any and all damages resulting from improper handling of solid waste cans and carts. All such units that suffer damage caused by the contractor shall

be replaced by the contractor at no extra cost to the customer. The City of Fairborn will maintain no involvement in any dispute involving damage to the carts.

9. The contractor agrees to exchange and/or repair any and all damaged carts immediately.
10. The contractor agrees to allow customer's desiring a smaller sized cart to swap out their cart at no additional charge. Customers will be limited to no more than one exchange per year.
11. All equipment supplied by the contractor shall conform to the Greene County Public Health Regulations and all applicable state and federal statutes.
12. The contractor shall require its employees to perform all work in a neat and quiet manner so as to not damage permanent containers such as standard solid waste cans and wheeled carts. Contractors shall be required to return containers to their point of original pick up in an upright position with the lid closed.
13. Bulk Pickup. The service consists of removing "discarded household goods" as part of the weekly pickup; whether by regular route truck or a special truck. Discarded household goods such as: furniture, box springs and mattresses, large household appliances, wood not over 4 feet in length, toys, porcelain, carpeting (bundled and tied not to exceed 4 feet in length and 2 feet in diameter), leather, rubber products (excluding tires), and excessive fruit from trees on residential property, excluding orchards, or other similar items. The customer shall be responsible for removing oils and refrigerants in accordance to state and federal law from all CFC appliances, such as refrigerators, freezers and air conditioners, prior to setting them at the curb. Customers will be required to schedule bulk pick-up items by contacting the contractor. Once scheduled, these materials should be set at the curb for their normal pick-up with the regular solid waste pickup. The contractor shall accept up to three scheduled bulk pick-up items per week per customer. Any more than three bulk items in a scheduled pick-up could be considered an extra pick-up and subject to an additional charge to the customer as outlined below.
14. Extra Pick-Up. An extra pick-up will be defined as items exceeding the three bulk pick-up definition above and/or an entire apartment "move out" and/or a total property clean up or similar removal request that is more than a route driver can handle on his/her own. Extra pick-ups must be photo documented and approved by the City of Fairborn as an extra pick-up prior to service. The driver and/or dispatch shall contact the City to obtain approval for removal. All extra pick-up's shall be removed within 24 hours of approval from the City of Fairborn. Fees for extra pick-up's shall be billed per 4 yard increment and shall be associated with the address of service for billing purposes.
15. The Contractor will provide "set-out" service for any physically impaired individual certified to them by the City. The Contractor is responsible to provide this service at no additional charge per resident. There are approximately sixty (60) such residences presently receiving "set-out" services. Any future additions will not alter this requirement. The city will communicate to the contractor which residents have qualified for set-out service.
16. There may be some "isolated service locations" which are residences within the City's corporation limits, but removed from the majority of the service area. The contractor is responsible to provide service to these locations at no additional charge per residence. A

list of these locations will be provided. Any future additions or deletions will not alter this requirement.

17. Christmas tree removal – the contractor shall be responsible to remove Christmas trees that have been set out with the normal solid waste at no additional charge to the City. There shall be no requirement to schedule Christmas tree pick-up.
18. Holidays – The contractor shall include in the proposal a schedule of days that are proposed as designated Holidays. The contractor shall be responsible to notify all customers annually of the holiday schedule.
19. No schedule changes shall be made without prior approval of the City of Fairborn.
20. Solid waste from City of Fairborn facilities listed in the attached “City Sponsored Events” list shall be picked up and disposed of at no additional charge or fee. Any future additions to or deletions from this list will not alter this requirement.
21. Solid waste from City facilities listed in the attached “City Facilities to be Serviced by Contractor” will be picked up and disposed of at no additional charge. Any future additions to or deletions from this list will not alter this requirement.
22. The contractor shall propose per unit prices, to be charged on a per request basis, for **additional** containers of various sizes for City needs **NOT** listed on the “City Facilities to be Serviced by Contractor” list or “City Sponsored Events” list. The unit prices shall be maintained for the term of the contract and included in the proposal.
23. The City of Fairborn wishes to promote and encourage neighborhood clean-up activities. The Development Services Department may sponsor two neighborhood clean-up days annually (one in the spring and one in the fall). These will typically be either
 - a. An additional curb side pick-up in the targeted specified neighborhoods or
 - b. The contractor shall supply and deliver two (2) thirty yard and one (1) 20 yard containers to the site selected by the Development Services Department by 8:00 A.M. on the date specified. A driver furnished by the contractor shall be on site from 9:00 A.M. to 5:00 P.M. to remove, empty, and return dumpsters. All containers are to be removed, and the site cleaned up on the designated date.Pricing for these types of events should be listed as alternatives to the base bid per tonnage for neighborhood curbside pickup events and per pull for dumpster events

Curbside Recycling Collection Requirements

1. The contractor shall maintain a curbside recycling program for all single family residences, mobile home parks, and multifamily households with less than four units. Recyclables shall be picked up the same day as regular waste pick up for each residence. Contractor shall provide each residence with a dedicated recycling container manufactured with sturdy heavy-duty plastic and designed for this purpose.
2. The contractor shall supply all residents with a cart with a capacity of no less than sixty four (64) gallons and have wheels and a lid. All carts shall be distributed to the customers no later than the last day of scheduled collection under the city’s current contract which expires December 31, 2020. The contractor shall prepare a plan in order to educate the customer regarding the proper use of the recycling cart. The contractor shall describe in detail their implementation plan in their proposal. If applicable, it shall include information

on how containers provided by the previous hauler will be reused or disposed of following a set collection period allowed to the previous hauler.

3. The contractor will transport commingled recyclable materials in a separate truck to a material sorting facility for separation and preparation for resale.
4. The contractor shall provide a list of acceptable and unacceptable items for recycling.
5. The contractor shall coordinate with the City to prepare and disseminate information necessary to maintain a successful curbside recycling program. In addition, a materials list and preparation guideline package shall accompany the carts as they are delivered.
6. The City has seen a consistent increase in recycling since the implementation of a 64-gallon cart for each residence and expects the contractor to assist in maintaining this growth. The bidder shall provide a plan for outreach designed to result in consistent growth in recycling volume throughout the contract. It shall include information on how waste diversion outcomes from the this plan will be reported.

Yard Waste Program

1. The City of Fairborn believes in diverting as much waste from the landfill as possible. However, the contractor shall not refuse to pick up solid waste in which yard waste has been commingled.
2. Weekly residential yard waste service is NOT included as a base bid item in this specification. However, citizens have expressed the desire to privately contract with the waste hauler to provide this service. Please list a monthly fee or per bag/container rate for this service as an alternate to the base bid. Please list in detail the parameters of your program.
3. Autumn Leaf Pick Up – Please provide an alternate fee for autumn leaf removal service. It would be the intent of this service to allow residents to bag leaves according to the haulers specifications and place on the curb for removal for up to three occasions to be mutually determined between October and December. Please describe the parameters of your service and other details including planned disposal/processing of collected yard waste.
4. All yard waste shall belong to the contractor as soon as it is placed in the contractor's vehicle.

Street Sweeping Debris

1. Street Debris– The contractor shall include in their proposal a standard fee for the placement and removal of a twenty (20) yard roll off dumpster specific to the operation of the City's street sweeper. This debris would include typical waste associated with street sweeping, including seasonal inclusion of leaves gathered by routine street sweeping operations. This dumpster is currently located at the Oakes Quarry Park, 1267 E. Xenia Drive.

Emergency Management Debris Management

1. The contractor shall provide roll off containers and a fee per pull as an alternate to the base bid in the case of an emergency situation that requires debris management and waste removal as determined by the city. The contractor shall be responsible to deliver necessary roll off containers and remove said containers within 4 hours of the city's request should an emergency situation arise. Please list the fee per pull as an alternate to the base bid for 20, 30, and 40 yard roll off containers.

Contractor Personnel and Equipment

1. The Contractor shall use only vehicles and containers meeting standards of Greene County Public Health and must obtain any and all permits required by the said entity for the operation of said equipment. Copies of licenses shall be furnished to the City no later than June 30th of each year. The vehicles shall be identified with the Contractor's name and maintained in a neat condition.
2. All bidders shall supply detailed inventories of their equipment to be used in providing the service described in this document and all accessories, by type, by model, year of manufacture and anticipated remaining useful life as of the date of inventory. All leased equipment shall be listed separately; the time remaining on each leased machine and options of renewal, where applicable, shall be stated. All new equipment to be acquired to accomplish this contract must be available upon the effective date of the commencement of operations. Delivery guarantees by manufacturer shall be attached to the bid document.
3. The Contractor shall submit to the City the operating characteristics of the vehicles used for service.
4. All equipment placed at city facilities must be properly deodorized and disinfected at all times.
5. It shall be the responsibility of the contractor or owner of any vehicle used for collection to provide proof or certification that each driver is in possession of a valid Ohio CDL driver's license.
6. As an attachment to the bid, all Bidders shall include a list, with qualifications of personnel who have had experience in operating a comparable system and who have agreed to work for them in the operation of this contract.
7. The Contractor shall furnish the employees daily with fresh uniforms with the Contractor's name marked on the uniform. Appropriate personal protective equipment shall also be provided. The vehicles also shall be maintained in a neat condition.

City Sponsored Events

- The following is a list of City sponsored events, and the number and size of dumpsters required. The final dates of these events will be determined at a later date. This solid waste removal service shall be incorporated into the base bid and shall not be invoiced to the city.

Events	Timeframe	Dumpster Information per event
St. Pat Rocks	March 17	2 – 30 yd. Roll Off Dumpsters 15 – 96 gal solid waste carts with bags 15 – 96 gal recycling carts with different color bags
July 3 rd Block Party	Early July	
Woofstock	Mid June	
Battle of the Bands	Mid July	
Bluegrass & Brew	Early August	
Sweet Corn Festival	3 rd Weekend in August	2 – 40 yd. Roll Off Dumpsters each dumped on Sunday and removed on Monday morning. 30 – 96 gal solid waste carts with bags 30 – 96 gal recycling carts with different color bags

City Facilities to be Serviced by Contractor

No.	Name	Address	No. and Size Dumpster	Frequency
1	Animal Shelter	550 Pierce Dr.	1 – 4 yd.	1x Week
2	Fairfield Park Softball	1125 N. Central Ave.	2 – 8 yd.	3x Week
3	Fairfield Park Baseball	1125 N. Central Ave.	1 – 4 yd.	1x Week
4	Osborn Park	51 Erie St.	1 – 6 yd.	1x Week
5	Maplewood Park	1434 Ironwood Dr.	1 – 6 yd.	1x Week
6	Community Park (Solid waste)	461 E. Dayton YS Rd.	1 – 6 yd.	3x Week
7	Community Park (Recycle)	461 E. Dayton YS Rd.	1 – 6 yd.	1x Week
8	Public Library	1 E. Main St.	1 – 4 yd.	1x Week
9	Government Center (Solid waste)	44 W. Hebble Ave.	1 – 6 yd.	5x Week
10	Government Center (Recycle)	44 W. Hebble Ave.	1 – 4 yd.	1x Week
11	Rona Hills Park	600 Roehner	1 – 4 yd.	1 x Week
12	Water and Sewer Utilities	700 Pierce Dr.	1 – 6 yd.	1x Week
13	Water Treatment Plant	229 Sandhill Rd.	1 – 4 yd.	2x Week
14	Water Reclamation Center	6920 Upper Valley Pike	4 – 4 yd.	2x Week

15	NW Lift Station	4600 Upper Valley Pike	1 – 4 yd.	Every 2 Weeks
16	SE Lift Station	2300 Valle Greene Dr.	1 – 4 yd.	As Needed
17	Street Department	721 Middle St.	1 – 6 yd.	2x Week
18	Equipment Maintenance	300 N. Third St.	1 – 4 yd.	2x Week
19	Fire Station #1	495 N. Broad St.	1 – 4 yd.	1x Week
20	Fire Station #2	2200 Commerce Center	1 – 4 yd.	1x Week
21	Fire Station #3	1000 YSF Rd.	1 – 4 yd.	1x Week
22	Fire Station #4	444 W. Funderburg Rd.	1 – 4 yd.	1x Week
23	Fire Station #1	495 N. Broad St.	1 – Recycle Cart	1x Week
24	Fire Station #2	2200 Commerce Center	1 – Recycle Cart	1x Week
25	Fire Station #3	1000 YSF Rd.	1 – Recycle Cart	1x Week
26	Fire Station #4	444 W. Funderburg Rd.	1 – Recycle Cart	1x Week

Billing Requirements

1. The number of residences presently being billed for sanitation services is 10,297. This number may vary each month.
2. On a monthly basis the city will provide the contractor with a summary of the total number of residential pickups that will be used for billing purposes.
3. On the tenth of the month, the contractor shall send to the City of Fairborn a statement of the balance due, itemized to the extent of showing the number of residences and the types of services there to be serviced during the month. Payment will be made by the City of Fairborn to the contractor during the next accounts payable cycle after receipt and verification of the statements.

Awarding Criteria

1. Price
2. Prior experience in supplying this type of service
3. Sufficient equipment and personnel to provide the services adequately
4. Adequate financial resources
5. Operating hours
6. Past performance with the City and surrounding communities
7. Bidder's capabilities
8. Completeness of bid
9. Compliance with bid specifications
10. Environmental record of disposal site

While the purpose of this specification is to indicate certain minimum requirements, its use is not intended to relieve the City of all responsibility in making a selection which is the most suitable for the city's service. The City reserves the right to enter into a contract with the bidder who in the City's opinion offers the lowest and best proposal.

Although proposals may be received based on the minimum requirements indicated, it is not intended that this alone shall limit the award but other factors may be considered, including the experience of the City and others.

Equal Opportunity Employer

During the performance of the Contract, the contractor agrees to the following:

1. The contractor and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national or ethnic origin, age handicap or military service. Such action will include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; tares of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor and subcontractors, if any, agree to post in conspicuous places available to the employees, and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor and subcontractors, if any, will in all solicitations or advertisements for employees, placed by or on behalf of the contractor or subcontractor, if any, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex national or ethnic origin, age, handicap, or military service.
3. In the event of the contractor's or subcontractor's non-compliance with the non-discrimination clause of the Contract, or with any of the rules, regulations or orders, the Contract may be cancelled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further contracts with this city.

Proposal Detail Format

It is the request of the City of Fairborn to have all proposals structured and submitted in the same format.

1. Submit three complete copies of the proposal packet.
2. All proposal shall be bound or in a three ring binder with the appropriate tabs separating each chapter.
3. All proposals shall be in the order listed below.
4. Chapters shall consist of the following:
 - a. Chapter 1: Items 1-12 of the Required Bid Documents found on the list on page 4 of the bid book.
 - b. Chapter 2: Company History
 - c. Chapter 3: Key Personnel, Resumes and Contact information including addresses, emails and cell phone
 - d. Chapter 4: Customer Service Strategy
 - e. Chapter 5: Technology System Details per bid spec
 - f. Chapter 6: Communications and Public Relations Strategy
 - g. Chapter 7: Reporting Collected Volumes Plan
 - h. Chapter 8: Solid waste Collection Details
 - i. Proposed collection day(s) plan
 - ii. Holiday Schedule
 - iii. Acceptable waste vs Unacceptable waste
 - iv. Missed Solid Waste Procedure
 - v. 96 Gallon Solid Waste Cart plan
 - vi. Bulk Pick Up Plan
 - vii. Extra Pick Up Plan
 - viii. Service to City Facilities and Events including Neighborhood Clean Up
 - ix. Miscellaneous Pick Up Details
 - i. Chapter 9: Recycle Collection Details
 - i. Acceptable Material vs Unacceptable Material
 - ii. Missed Recycling Procedure
 - iii. 64 Gallon Recycling Cart Plan
 - iv. Public Information and Presentation Plan for Recycling
 - j. Chapter 11: Yard Waste Optional Programs Details
 - k. Chapter 12: Personnel and Equipment per bid spec
 - l. Chapter 13: Transition Plan
 - m. Chapter 14 Billing Practices
 - n. Chapter 15: Environmental Record



44 W. HEBBLE AVENUE, FAIRBORN, OHIO 45324-4999 Ph: (937) 754-3005 Fx: (937) 754-3115

BID SPECIFICATIONS ACKNOWLEDGEMENT

The undersigned, having carefully examined the Bid Specifications and all other documents pertaining to the City of Fairborn’s invitation to bid for Demolition of Commercial Structure, does hereby propose to furnish the service described in said documents for the City of Fairborn, and to furnish all labor, equipment, facilities, superintendents, mechanics, tools, materials, and all utilities, transportation, and all other service necessary to perform and complete all said work and work incidental thereto in a satisfactory and acceptable manner in accordance with all specifications and provisions of the contract documents, including any addenda and exhibits thereto, for the prices set forth herein.

The undersigned certifies that they have carefully examined and inspected field conditions and are familiar with all local conditions and that they understand the conditions under which the work is to be performed, and that they waive all rights to plead any misunderstanding regarding the work required or conditions peculiar to the same. In addition, the undersigned has, by signing the proposal studied the bid proposal and the terms and conditions of the proposed contract and has fully and completely read and understands the material.

Company Name

Signature

Date

Print Name

Title

Exceptions to Bid Specifications:
(if applicable)

Add attachments if necessary.

If awarded the contract, please complete the Contractor applicable portions of the following Form of Contract and Contract Bond documents.

FORM OF CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by _____, hereinafter called the CONTRACTOR, and the City of Fairborn, Ohio, hereinafter called the OWNER;

WITNESSETH: That said Contractor has agreed and by these presents does agree, with the said Owner for the consideration hereinafter named, to furnish all the materials and do all the work of whatever kind necessary to complete, in a good substantial and workmanlike manner, ready for use, and in strict accordance with the specifications heretofore prepared therefor, and according to the plans, profiles and drawings on file in the office of the Engineer and subject to all the terms and conditions of said specifications, and to the approval of said Engineer, for **Municipal Waste Removal and Disposal** in strict accordance with the Contract Documents dated **January 2020** for the sum of _____ dollars (\$_____).

TIME FOR COMPLETION: The work will be commenced on a date to be specified in a written order of the Owner and based on plan approval by the Owner's Building Inspection Office and shall be completed within _____ calendar days from and after said date as specified in these Contract Documents.

The foregoing sum includes all labor and materials. Said Contractor further expressly covenants and agrees to do everything required to be done by said specifications; that the power reserved to or conferred upon any person or body in said specifications may be exercised by such person or body, and that the right is reserved to the Owner to order the omission of or addition to any portion of the work or materials called for by the plans and specifications or to make any alterations whatever in the nature of the work or materials called for therein, when made according to law. And, said Contractor further agrees, that in case any portion of the work is omitted, to waive all claims for damages because of such omission and not to demand any pay for the portion of work so omitted.

In case the Contractor shall be required to do any work of a class not provided for in the bid and this contract, said Contractor agrees that the amount to be allowed him shall be fixed by written agreement between the said Contractor and the said Owner before said work is commenced.

The said Contractor agrees that the said Owner may cause any work or materials not in accordance with the specifications and this contract to be taken up, removed and replaced at the expense of the Contractor.

The Owner agrees and binds itself upon the completion of the work to the approval of the Engineer to pay to said Contractor the amount of money due under this agreement.

COMPENSATION TO BE PAID TO CONTRACTOR. The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the price or prices set forth in a proposal dated _____, subject to additions and deductions as provided in the Contract Documents.

IN WITNESS WHEREOF the parties hereto have executed this agreement and hereunto set their hands and seals.

CONTRACTOR:

By _____

Title _____

ATTEST:

OWNER:

CITY OF FAIRBORN

By _____

Rob Anderson, City Manager

ATTEST:

APPROVED AS TO FORM:

Michael Mayer, City Solicitor

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned

_____, as principal,

and _____, as surety,

are held and firmly bound unto the City of Fairborn in the penal sum of

_____ dollars,

(\$ _____) for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20_____.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that whereas the above-named principal did, on the _____ day of _____, 20_____, enter into the contract hereto attached with said City of Fairborn, Ohio, which contract is made a part of this bond the same as if fully set forth herein.

NOW, if the said Contractor in the aforesaid contract shall well and truly execute all and singular the stipulations by it to be executed and shall fully perform the work therein specified and do and perform all and singular the terms, conditions, requirements of the plans, specifications and contract; shall indemnify and save harmless the Owner for all suits and actions of every name and description brought against the said Owner or any officer of said Owner, for, on account of any injury or damage to person or property arising from or growing out of the work in said contract specified to be done, or the doing of any of the work therein described; shall indemnify and save harmless the Owner from any and all suits and expense over and above the expense included in the contract price, for royalties or infringements on patents that may be involved in the construction of the appliances contracted for, or any of the parts thereof, or in the use of said appliances or any of the parts thereof hereafter; if said Contractor shall defend, at its proper cost and expense, any and all suits, actions of every kind whatsoever that may be brought against the Owner by reason of the use of said appliances or any of the parts thereof; shall indemnify and save harmless the Owner from all liens, charges, claims, demands, loss, costs and damages of every kind and nature whatsoever; and shall pay all lawful claims of subcontractors, materialmen and laborers for labor performed and for materials furnished in the carrying forward, performing or completing of said contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law; we hereby agree and consent that this undertaking shall be for the benefit of any laborer or materialman having a claim as aforesaid and for the said Owner, and further, said surety, for value received, hereby stipulates and agrees that the parties to the foregoing contract may from time to time, and as often as they see fit, make any additions to, omissions from, or modification of the work, plans and specifications and the said surety herein stipulates and agrees that no change, extension of time, alteration, or additions in or to the terms of the said contract or in or to the plans or specifications therefor shall in any way affect the obligations of said surety on its bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specification; 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.

WITNESS OUR SIGNATURE this _____ day of 20_____.

PRINCIPAL

By: _____

Title: _____

SURETY

By: _____

Title: _____

ATTEST:
