



INVITATION TO BID AND BID SPECIFICATIONS FOR

COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE AND
RECYCLABLE MATERIALS

ISSUED BY:

CITY OF LONDON, OHIO

SEALED BIDS TO BE RECEIVED BY THE LONDON SAFETY SERVICES DIRECTOR

**20 S. WALNUT STREET
LONDON, OHIO 43140**

UNTIL 11:30 A.M., Local Time, May 21, 2026

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LEGAL NOTICE

The City of London is accepting sealed bids for the **COLLECTION AND DISPOSAL OF RESIDENTIAL, COMMERCIAL AND GOVERNMENTAL SOLID WASTE, RECYCLABLE MATERIALS, and YARD WASTE.** Bids will be received by the City of London at the office of City of London Administration, 20 S. Walnut St., London, OH 43140 until 11:00 a.m. (EST) on Thursday, May 21, 2026. All bids received will be publicly opened and read aloud at 11:30 a.m. in the London City Hall Conference Room.

Invitation to bid packages may be obtained by contacting the City's Safety Service Director, 20 S. Walnut St, London, OH 43140. 740-852-3243 and on the city website <https://www.londonohio.gov/page/notice-to-bid>

The successful bidder shall collect and dispose of all solid waste and collect and process recyclable materials and yard waste generated by residential, commercial and governmental units. Each bid must include the required submissions per the bid specification packet and must be accompanied by either a bid bond (executed by a surety authorized to do business in the State of Ohio), certified check, cashier's check, or letter of credit (drawn upon a solvent bank) in the amount of not less than 10% of the total of one year's bid amount. The successful bidder shall be required to furnish a Performance Bond for at least one hundred per cent (100%) of the estimated amount of the first year's Contract.

A mandatory pre-bid information/question meeting will be held at 11:00 am, EST, Thursday May 7, 2026, at the London City Hall Conference Room, 20 S. Walnut St., London, OH 43140.

The contract will be effective for a minimum of three years with the bidder, including an option to extend for up to two additional years in one-year increments, at the sole discretion of the City.

Bids shall be in sealed envelopes and clearly marked as **Bid for Collection and Disposal of Residential Solid Waste. Recyclable Materials, and Yard Waste** and mailed or delivered to:

City of London Safety Services Director
Attn: Sanitation Bid
20 S. Walnut St. Suite 100
London, OH 43140

No bidder may withdraw his bid within ninety (90) days after the actual date of the bid opening. The City of London reserves the right to waive any irregularities, to reject any or all bids, and to award the Contract to the bidder deemed to be in the best interest of the City of London, as determined by the Safety Services Director.

SECTION I: DEFINITIONS

The following words and terms shall have the meanings defined as follows:

- A. "Automated Collection" means the collection of solid waste utilizing either "fully automated" or "semi-automated" methods.
- B. "Bag" means a plastic or paper sack designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top containing no more than 60 pounds in weight.
- C. "Bid" means submission of pricing and other related documents as required by this Invitation to Bid for the Collection and Disposal of Residential Solid Waste, Recyclable Materials, and Yard Waste.
- D. "Bidder" means an individual, partnership, joint venture, or corporation submitting a Bid to the City in response to the Invitation to Bid to provide Collection and Disposal of Solid Waste, Recyclable Materials, and Yard Waste.
- E. "Bulk". Bulk materials include out of cart materials, large items such as mattresses, furniture, bagged Solid Waste, Yard Waste and miscellaneous Solid Waste. (exclusions: automobile parts, earthen materials, construction debris, hazardous/infectious waste of any kind, explosives of any kind).
- F. "Bundle" means trees, shrubs, bush clippings securely tied together forming an easily handled package not exceeding 4 feet in length or 60 pounds in weight.
- G. "Cart" means a plastic container approximately 96, 65 or 35 gallons in capacity, equipped with wheels, handles, and a tight-fitting cover, used to temporarily store garbage, rubbish, residential refuse, or possibly recyclables. A cart is capable of being mechanically unloaded into the Collector's collection vehicles by a cart tipping mechanism.
- H. "City" means the City of London, Ohio.
- I. "Collector" means the person, firm, or corporation awarded a Contract for the Collection/Disposal of residential Solid Waste by the City of London, Ohio.
- J. "Commercial Unit" means the place of commercial business activity. These units include Solid Waste rear load containers in the following sizes: 2-8 cubic yards.
- K. "Container" means Solid Waste rear load containers in the following sizes: 2-8 cubic yards.
- L. "Contract Administrator" shall mean the Safety Service Director or other City of London employee designated by the Safety Service Director to administer the Solid Waste Services Contract.

- M. "Construction Debris" means waste and discarded building materials, generally considered to be not water soluble, and non- hazardous in nature, resulting from construction, remodeling, renovation, alteration, repair, or demolition operations.
- N. "Curbside Collection" means collection by the Collector: a.) where curbs are present no further than five (5) feet from the back of the curb; b.) where curb and integral sidewalk is present, at a point no further than adjacent to the sidewalk on the building side, or c.) Where there are no curbs or sidewalks, no further than five (5) feet from the edge of the traveled roadway closest to the property. Curbside collection for corner lots shall be on the street bearing the address of the residential unit being serviced unless otherwise approved by the Contract Administrator and Collector. In alleys, curbside collection shall mean collection by the Collector from the alley of items placed no more than five (5) feet from the edge of the traveled alleyway.
- O. "Disposal" means the Disposal at an approved EPA site of all Solid Waste, Recyclable Materials, and Yard Waste collected within the city.
- P. "Fully Automated Collection" means the collection of solid waste using a vehicle equipped with a cart tipping mechanism operated from inside the vehicle cab by the driver or operator of the Collector wherein the cart is mechanically captured, elevated and tipped (emptied) directly into the vehicle hopper, packer, or compactor. The cart tipping mechanism is capable of servicing a full selection of carts having universal compatibility with standard industry cart tipping mechanisms.
- Q. "Garbage" means all waste (animal, vegetable and/ or other matter) resulting from the preparation, processing, consumption, handling, packing, canning, storing, transportation, decay or composition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter for human consumption from houses, kitchens, hotels, restaurants, markets and commission houses.
- R. "Governmental Fees" means all federal, state, and local fees, taxes, and assessments upon the transfer and Disposal of Solid Waste.
- S. "Governmental Unit" means City of London facilities that generate solid waste. These units include Solid Waste rear load containers in the following sizes: 2-8 cubic yards.
- T. "ITB" means invitation to bid.
- U. "Materials Recovery Facility" means a plant that receives, separates, and prepares Recyclable Materials for marketing to end users.
- V. "Multiple-Family Residence" or "Apartment" means the grouping together of four or more Residential Units under a common roof.
- W. "Other Refuse" means all discarded materials not included in the foregoing definitions.

- X. "Recyclable Materials" includes, but not limited to: glass, plastic, metal, cans, newspaper, cardboard, aluminum, or other market value materials sought-after by recycling facilities. An official list will be approved by the Contract Administrator.
- Y. "Refuse" means anything discarded resulting from (normal) residential occupancy. It does not, however, include any earthen material, sand, bricks, stone, plaster, construction debris, hazardous materials, or tires.
- Z. "Residential Customer" means a householder, owner, or occupant of a One, Two, or Three-Family Residential Unit.
- AA. "Residential Unit" means the place of abode of a person living separately or together as an independent family.
- BB. "Solid Waste" includes any combination of Garbage, Refuse, Yard Waste or Other Refuse.
- CC. "Solid Waste Landfill" means an Ohio EPA permitted and licensed facility or facilities identified by the Successful Bidder to be used for the Disposal of Solid Waste.
- DD. "Solid Waste Transfer Station" means the City of London Transfer Station.
- EE. "Successful Bidder" means the Bidder selected by the city to be responsive and the lowest and best Bidder in response to the Invitation to Bid for the Collection and Disposal of Solid Waste, Recyclable Materials, and Yard Waste.
- FF. "Yard Waste" means vegetative waste resulting from the care and maintenance of landscaped areas, lawns, and gardens. Yard Waste includes incidental leaves, grass clippings, garden waste, and bundled brush and pruning's (limit to two (2) inches diameter and maximum four (4) feet in length) from on-site trees or shrubs.

SECTION II. INSTRUCTIONS TO BIDDERS

- A. Intent and Purpose. It is the intent and purpose of the City of London, Ohio to contract for the collection and Disposal of Solid Waste, Recycling Materials, and Yard Waste generated by Residential Units, Governmental Units and Commercial Units whereby the Successful Bidder shall collect and dispose of all Solid Waste and Yard Waste generated and collect and process (or deliver for processing) Recyclable Materials by Residential and Governmental Units and dispose of Solid Waste by Commercial Units.
- B. Term of Contract. The term of the Contract will be 3 years commencing from a mutually agreeable date between the City and the successful bidder with an option, solely at the discretion of the City, to extend for up to two (2) additional one (1) year terms solely at the discretion of the City. The Successful Bidder shall be prepared to commence services within 60 days of the contract award date.
- C. Invitation to Bid. Qualified Bidders are invited to respond to the Invitation to Bid if they can provide Collection and Disposal of Residential, Commercial and Governmental Solid Waste, Recyclable Materials, and Yard Waste Services. Bidders shall submit a single Bid to the City. After receiving the Bids, the City will review all Bids and determine a Successful Bidder. The City shall execute a Contract with the Successful Bidder, substantially in the Form of Contract contained in the Bid Documents.
- D. Submission of Bids. Bids shall be submitted to the office of the Safety Service Director located at 20 S. Walnut St. Suite 100, London, OH 43140 in a sealed envelope plainly marked "Bid for Collection and Disposal of Residential, Commercial and Governmental Solid Waste, Recyclable Materials, and Yard Waste". Bids received by the City of London Safety Service Director after 11:00 AM, Local Time, May 21, 2026 will not be opened.
1. Bidder shall submit three complete copies of the proposal packet.
 2. All proposals shall be bound or in a three-ring binder with appropriate tabs separating each chapter.
 3. Each section shall be separated in this order:
 - a) Bidder Information, Qualifications, and References
 - b) Fleet and Container Information
 - c) Recycling Information
 - d) Solid Waste Transfer Station and Disposal Facility
 - e) COST
 - f) Non-Collusion Affidavit
 - g) Delinquent Personal Property Tax Affidavit
 - h) Bidders Representation
 - i) Form of Contract
 - j) Insurance: Commercial Liability Insurance Form, Automotive Liability Insurance, Worker's Compensation Insurance, Employer's Liability Insurance, Pollution Liability

- E. Bid Selection and Rejection. The City of London reserves the right to select any of the services bid in this package in their entirety, in part, or not at all. The lowest responsible and best value bid chosen shall be based on the entirety of the services selected and the services selected shall not be awarded to more than one Collector. The City of London reserves the right to reject any and all bids, to waive any non-conformities or irregularities, and to award that bid which is solely determined by the Safety Service Director to be in the best interest of the City of London. The City may request references, lists of equipment, financial statements or other information, which the City determines necessary to make a decision. All information requested or acquired by the City shall be considered in determining the lowest and best bid.
- F. Interpretations of Bid Documents. If any person who contemplates submitting a Bid is in doubt as to the meaning of any part of the bidding documents, such person may submit to the Safety Service Director a written request for an interpretation. The person submitting the request shall be responsible for its prompt delivery. Such requests may be made via email to ssaltsman@londonohio.gov for interpretation of the meaning of the Bid Documents will be made to any Bidder orally of said documents shall be made only by written addendum issued by the Safety Service Director and a copy of said addendum shall be mailed or delivered (at the address or email address furnished by the Bidders) to each Bidder that has obtained a set of the Bid Documents. Failure by any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued shall become part of the Bid Documents and will be available for inspection at the office of the Purchasing Manager. The city will not be responsible for any other explanations or interpretations of the bid documents.
- G. Proposal Form. The Bidder shall provide all information requested in the formats indicated on the Proposal Form furnished by the City.
- H. Company Profile. Each Bidder shall include a profile of their company's history and operation; i.e., how long in business, communities serviced in the past five years, number and age of trucks that will be used to service London's Contract, length of employment of employees that will be assigned to London's Contract, years of experience the proposed customer Service Representative has with the Bidder's company, and any other general information to help the City of London become familiar with the company. (Bidders that are national or regional operations need only supply information relevant to the local operation proposing to provide the services).
- I. Bid Withdrawal. No Bidder may withdraw a submitted Bid for a period of ninety (90) days after the bid opening date.
- J. Bid Bond. Each Bid shall be accompanied by a Certified or Cashier's Check, or Letter of Credit, drawn on a solvent bank payable to the City of London or a bid bond executed by a surety authorized to do business in the State of Ohio, in the sum of Ten Percent (10%) of the total of one year's bid, as evidence of good faith by the Bidder that a Contract shall be executed. The deposits of all unsuccessful Bidders shall be returned when the successful Bidder has entered into a Contract and has furnished the necessary Performance Bond or when the unsuccessful Bids have been rejected.

- K. Non-Collusion Affidavit and Disqualification. Bidders shall submit a Non-Collusion Affidavit at the time their Bid is submitted (form attached). No Contract shall be considered fully executed unless this affidavit has been properly submitted.
- L. Performance Bond. In accordance with Ohio Revised Code Section 735.06 R.C. a performance bond of at least **ONE HUNDRED PERCENT OF THE ESTIMATED AMOUNT OF THE FIRST YEAR'S CONTRACT WITH AN AUTHORIZED OHIO SURETY, OR LETTER OF CREDIT WILL BE REQUIRED FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT.** If the Collector fails to comply with the performance bond requirement as set forth herein, the City shall have the authority and the right to purchase said bond and deduct the cost hereof from the compensation due the Collector under the Contract. In the event of legal determination of Breach of Contract, said bond shall be forfeited to the City of London, Ohio, as liquidated damages.
- M. Compliance with Law. The Collector must provide an Officer's Certificate to the City of London certifying and documenting any and all adjudicated or pending actions or matters brought or filed against it or any of its affiliates or subsidiaries by any governmental authority, whether federal, state, administrative, local or otherwise, which involve compliance or non-compliance with environmental rules or regulations, the violation of which did or could result in criminal or civil penalties being assessed or settlements, or of a criminal or civil nature filed by such a governmental authority which involves allegations including, but not limited to, antitrust matters, price-fixing, bid rigging, fraud or bribery, covering a period of five years prior to the date the Contract is awarded. The Collector shall covenant and agree to comply with all State and Federal laws, Ordinances and regulations which are applicable to the provision of Solid Waste and recycling services as required by Contract entered into with the City.
- N. Contract Assignment. Neither the Contract nor any portion of it may be assigned, sublet, or transferred without the prior written consent of the Contract Administrator.
- O. Indemnification and Insurance.
1. To the fullest extent permitted by law, the Collector hereby agrees to indemnify, hold harmless and defend the City of London, its officers, employees, agents and volunteers against all injuries, death loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the City, its officials, agents and employees, arising in whole or in part of in consequence of the performance of this work by the Collector, its employees, or Successful Bidders, or which may in anyway result therefore, except that arising out of the sole legal cause of the City, its agents or employees. The Collector shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Collector shall, at its own expense, satisfy and discharge the same.

2. Collector expressly understands and agrees that any performance bond or insurance policies required by this Contract or otherwise provided by the Collector, shall in no way limit the responsibility to indemnify, keep and save employees herein provided.
3. Collector shall, procure and maintain for the duration of the Contract, insurance against all claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Collector, their agents, representatives, employees, or Successful Bidders at all times throughout the term of the Contract.
4. Minimum Scope of Insurance Coverage types shall include and be at least as broad as:
 - a) Commercial General Liability (CGL) Insurance Services Office Form CG 00 01 covering CGL, on an "occurrence" basis, including products, completed operations, property damage, bodily injury and personal injury, with limits no less than two million dollars (\$2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
 - b) Automobile Liability Insurance: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than two million dollars (\$2,000,000) per accident for bodily injury and property damage.
 - c) Workers' Compensation Insurance: As required by the State of Ohio.
 - d) Employer's Liability Insurance: A limit of no less than one million dollars (\$1,000,000) for bodily injury or disease.
 - e) Pollution Liability for bodily injury and property damage including loss of use of damaged property that has not been physically injured or destroyed, clean-up costs and defense including cost and expenses incurred in the investigation, defense, or settlement of claims all in connection with any loss arising from all waste hauling operations, including transportation, owned, non-owned landfills or waste disposal sites, transfer stations, and recycling locations. Such Pollution Liability coverage shall have limits of no less than two million dollars (\$2,000,000) per claim or incident and four million dollars (\$4,000,000) aggregate per policy period of one year.
 - f) If the Collector maintains higher limits than the minimum shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Collector. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
5. Deductibles and Self-Insured Retentions: Any deductibles or self-insured

retentions must be declared to and approved by the Contract Administrator. At the sole option of the City, either: the Collector shall provide coverage to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Bidder/Collector shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

6. The General Liability, Automobile Liability and Pollution Liability policies are to contain, or be endorsed to contain the following provisions:
 - a) The City, its officers, officials, employees, and volunteers are to be covered as additional insureds, for Collector's ongoing operations and completed operations, with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Collector; and with respect to liability arising out of work or operations performed by or on behalf of the Collector including materials, parts or equipment furnished in connection with such work or operations.
 - b) For any claims related to this project, the Collector's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Collector's insurance and shall not contribute with it.
 - c) Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City.
7. If any of the required policies are written on a claims-made form:
 - a) The retroactive date must be shown and must be before the date of the Contract or the beginning of contract work.
 - b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract of work.
 - c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective date, the Collector must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - d) A copy of the claims reporting requirements must be submitted to the City for review.
8. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.
9. Verification of Coverage: The Collector shall furnish to the City initially with the Bid

and update annually by January 31st of each year of the Contract a valid Workers' Compensation certificate and original Certificate(s) of Insurance and amendatory endorsements, effecting coverage required by this Contract. All certificates and endorsements are to be received by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Collector's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

10. Waiver of Subrogation: Collector hereby agrees to secure endorsements necessary to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from work performed by Collector for the City.

11. Non-renewal, Cancellation, or Material Change of Coverage: Certificates of insurance shall provide that coverage shall not be cancelled except with prior notice to the City.

If the Collector receives a non-renewal or cancellation notice from an insurance carrier providing coverage required herein, or receives notice that coverage no longer complies with the requirements herein, Collector agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written explanation of how coverage is no longer in compliance. The Collector shall cease operations on the occurrence of any such non-renewal, cancellation, or material change and shall not resume operations until insurance is in force that complies with these requirements.

12. Special Risks or Circumstances: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

P. Licenses and Taxes. The Collector shall obtain any and all licenses and permits necessary to perform the services detailed in this Contract (other than license and permit granted by the Contract) and promptly pay all taxes required by the City (City Income Tax, etc.). Bidders shall submit a fully executed Disclosure of Personal Property Taxes Affidavit (Ohio Revised Code section 5719.042) at the time their Bid is filed. (form attached)

Q. Waiver of Claims. It is understood by the Bidder that by the submission of a Bid for Solid Waste collection with the City of London, Ohio, that the Bid shall constitute a Mutual Waiver of any claims for damages, compensation, or Breach of Contract which may have arisen from any and all prior Contracts with the said City.

R. City Income Taxes. The Collector shall withhold City income taxes pursuant to City of London Codified Ordinance Chapter 881.

S. Independent Successful Bidder. The Collector, its employees, agents,

representatives and all others acting in concert with Collector, shall be deemed as independent Successful Bidders and shall not be considered for any purposes as employees of the City of London, Ohio and, as such are ineligible to receive any compensation or benefits from the City of London other than the contract price specified in the Contract.

- T. Public Employee. The Collector and their employees must affirm in writing that their employees are not "public employees" for the purpose of Ohio Public Employment Retirement System (OPERS) membership.
- U. Breach of Contract. The Collector shall comply fully with any and all of the terms or conditions of these specifications and/or Contract; failure to do so shall result in the City causing the compliance and charging the costs of doing so to the Collector and/or its surety.

SECTION III. SCOPE OF SERVICES

As an introduction, the City has historically provided the collection of Solid Waste, Recyclables and Bulk materials from Residential Units, Commercial Units and Governmental Units through its Sanitation Department. The City Council has directed the Safety Services Director to obtain bids to privatize the Sanitation Department. A copy of the resolution directing this ITB is included as an attachment. The City would no longer provide the services listed in this ITB.

Current City employees (3 full time) can be interviewed for positions by the Successful Bidder for positions with the Successful Bidder. In addition, all City owned Carts will remain in the system. The Carts have an average age of 5 years. The Successful Bidder will be responsible for Wheeled Cart maintenance and repair. For replacement Carts, the Successful Bidder will work with the City to ensure similar Carts with City branding is maintained.

A. Residential and Commercial Solid Waste Collection and Disposal:

1. Regular Solid Waste Service:

The attached number of Residential Units and Commercial Units, along with the number and size of container currently in use with the City operated program shall be furnished curbside collection of Solid Waste one time per week. Collector agrees to commence servicing newly annexed areas within 24 hours of official written notification by the City through the Contract Administrator.

Such service shall require each Regular Solid Waste Service customer (Residential Unit and Commercial Unit) to use a 96, 65 or 35-Gallon Wheeled

Cart (Residential) and 2-8 cubic yard rear load containers (Commercial Unit) provided by the City, for Solid Waste. Cost of the 96, 65 or 35-Gallon Wheeled Cart to be included in the per-Residential-Unit-per-month cost provided by the Bidder on Proposal Form 6: Cost. Cost of the 2-8 cubic yard containers by frequency of collection for Commercial Units to be included in the cost provided by the Bidder on Proposal Form 6: Cost.

Placement of Carts and Containers for Collection

- Garbage, Rubbish, Residential Refuse, Yard Waste and/or Recyclable Items shall be placed in carts.
- The City will make the final determination in any disagreements over correct placement of carts for collection. The City's decision shall be final and binding.
- After collection, the Collector shall return the carts in a neat and orderly manner to their original curbside location.
- The City and the Route Supervisor shall monitor collection routes, or a portion of a route, on a regular basis to determine if the Collector is placing carts back in their original location in a neat and orderly manner after collection.

Excess Garbage, Rubbish, Residential Refuse or Recyclables

The Collector is not responsible for collecting carts weighing in excess of the automated cart tipper's manufacturer's recommended maximum capacity. Such overweight carts shall be left behind with proper notification by the driver. In addition, Garbage, Rubbish, Residential Refuse, Yard Waste or Recyclables piled excessively above the rim of the Cart which may spill while tipping shall be left behind with proper notification by the driver. If the Cart is either overweight or piled excessively above the rim so that the lid will not close securely on the Cart and will create spillage upon collection, the Collector shall leave a City approved tag advising the resident of the reason why such placement is unacceptable and why it was not collected. The Collector shall provide the City with copies of all tags left at each residential unit pursuant to this section, or other such notification as agreed by the City and Collector by the end of each day. Failure to leave the required notice may be deemed by the Contract Administrator, as a missed collection subject to penalties as defined in these documents.

Bulk Pick-up: Successful Bidder shall continue to collect Bulk Items as required by these Specifications for Residential Units only.

Bulk items shall be collected bi-weekly and shall be collected curbside along with weekly regular service Solid Waste collection.

B. Curbside Recycling Collection Service:

Each Residential Unit in the City shall be provided curbside collection of Recyclable Materials on a weekly or bi-weekly basis to be collected on the same day the Regular Solid Waste collection service is provided. Each Residential Unit currently has either a 96, 65 or 35 gallon city resident provided wheeled cart. There shall be no limit on the amount of Recyclable Materials collected. Recyclable Materials shall NOT be co-mingled with garbage or refuse and shall be collected by a separate collection unit(s) designated solely for the purpose of collecting Recyclable Materials.

The City does not require that Recyclable Materials be processed at any of the NCO Solid Waste District recycling facilities. Collector shall be responsible for making the necessary arrangements with a legitimate recycling facility for the processing of the Recyclable Materials along with providing the City with all tons collected.

- C. Special Pick-ups (Extra Pick-ups): Items exceeding service volumes defined as Regular Solid Waste Service and as requested by a Residential Customer shall be referred to the Collector's Customer Service Representative for a firm quote for the extra pick-up charges. (Collector shall submit a quantitative cost approach for assessing extra charges; i.e., cost-per-item, etc. for the Contract Administrator's review; see Attachment "E").
- D. Procedure For Carry-Out Collection Service: The Collector shall make available carry-out collection services at the same rate as the curbside collection service to any residential customer who is handicapped, over 65 years of age, or infirm. The Collector may provide optional carry-out collection service to any residential unit requesting such service, in accordance with the bid price as stated in these documents. The City shall not be responsible for the cost of optional carry-out collection service.
- E. Handling of Collection Containers: All City resident owned collection containers (Residential and Commercial) used by a resident or Commercial Unit shall be returned to the location from which they were removed, erect and with lids in place. The Collector shall immediately pick-up or sweep up any materials that the Collector spills during collection. The Collector is responsible for clean-up of all hydraulic or other fluids which leak from the collection vehicles. All such clean-ups shall be required to be performed as soon as possible, but in no case longer than four hours after the spill has occurred or the end of the collection day. In the event the Collector fails to adequately perform a clean-up required pursuant to this section, the City shall have the right to perform such clean-up services using City employees or other Successful Bidders and require payment equal to the cost of said clean-up and any necessary pavement repairs from the next payment.
- F. Violation of Resident Obligations; Refusal to Collect: In the event that a resident places solid waste, recyclable materials or yard waste in a manner that violates the resident's obligations as published, the Collector may choose to not collect said material and shall leave a City approved tag advising the resident of the reason

why such placement is unacceptable and why it was not collected. The Collector shall provide the City with copies of all tags left at each residential unit pursuant to this section, or other such notification as agreed to by the City and Collector by the end of each day. The Collector shall not take undue measures to determine compliance with weight or size restrictions, but shall act, in good faith, in favor of the city and the residents receiving collection services. Failure to leave the required notice may be deemed by the Contract Administrator as a missed collection subject to a \$50 fine due to the City for each incident of failure to leave the required notice and provide the City with a list of notices left at the end of each work day.

- G. Collector's Telephone: The Collector shall maintain a toll free telephone number to receive any complaints or calls regarding the collection services from a resident or from the City. Provided that the City approves, other forms of communication may also be used to address complaints.

H. Service to City-Owned Facilities:

The Collector will provide, at no additional cost, the following services:

1. The Collector shall provide the City with weekly dumpster service at municipal government buildings, other properties, and remote sites. These properties include but are not limited to;
 - City Hall, 20 S. Walnut St 4 cubic yard
 - London Police 101 E. First St 2 cubic yard (new location effective July 2026)
 - London Fire Station 360 2 cubic yard
 - London Fire Station 361 2 cubic yard
 - London Street Department 6 cubic yard
 - London City Pool 4 cubic yard
 - Cowling Park/S. Walnut St Ballfield 4 cubic yard
 - MerriMac Park/Old Sanitation 4 cubic yard
 - A list of properties and service schedule will be provided for reference but actual service and locations may vary due to seasonal conditions and service need.

I. Customer Service Representative (Route Supervisor):

1. The Collector shall furnish a Customer Service Representative to insure the Collector's compliance with the Contract terms including the completion of routes on a daily basis, responding to missed pickups or damage claims, tagging non-compliant Solid Waste, and coordinating service between the City of London, the resident, and the Collector.
2. This representative shall work at a minimum the hours from 12 noon to 4:00 p.m. on all collection days (subject to change by the Contract Administrator) and be physically present in London during these hours each day that collection service is performed and shall not be part of a collection crew.

3. City personnel shall first attempt to address service delivery, resolve any service complaints, give quotations, or coordinate any other collection service needed through the Customer Service Representative. If unsuccessful, City personnel shall then contact the Collector's office to resolve.
4. The City of London reserves the right to amend the Customer Service Representative arrangements on a year-by-year basis and/or make changes in the designated hours of service as long as the total hours do not exceed the amount contracted.

J. Customer Billing:

The Successful Bidder shall be responsible for the billing and collection of payments from each residential and commercial account served by this Contract. The Governmental Units shall be included in the overall billings to the Residential and Commercial Units. The Successful Biller will keep records regarding the number of regular service accounts, the locations of these accounts and will send monthly documentation to the City based on the per customer amounts bid times the number of Residential and Commercial Units serviced.

K. Residential Recycling Education

The Collector shall furnish recycling education materials to each Residential Unit 4 times per year (quarterly) to educate Residential Units on Recycling Right.

SECTION IV: GENERAL SERVICE SPECIFICATIONS

- A. Regular Weekly Service and Frequency of Collection: Service shall be normally delivered Monday through Friday (except when modified to accommodate a holiday per section B below) with collection from Residential Customers once each week on the same day of the week. Current established routing and scheduling shall be maintained unless modifications thereto are approved by the Contract Administrator. (Attachment B illustrates the current daily collection schedule.)
- B. Holidays: The Collector shall observe the following legal holidays (i.e., not provide service): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. (For exceptions see "Notice of Collection Schedule/Change" below). The City reserves the right to change the holidays observed. All Solid Waste, Recyclable Materials scheduled for collection on the holiday shall be collected on the day after the holiday. Collection on subsequent days in that week shall likewise be moved back one day with Friday's route being picked up on Saturday.
- C. Hours of Operation: Collector shall not start collection services within the City of London before 7:00 a.m. nor continue after 7:00 p.m., with no service on Sunday, except in times of emergency as agreed to by City. Exceptions to collection hours will be permitted only with written permission from the Contract Administrator.

- D. Notice of Collection Schedule/ Change: Notice of change of collection days and any subsequent change in the schedule, shall be approved in writing by the Contract Administrator or his designee, at least three weeks before the schedule change is implemented. Customer notification by the Collector shall be by publication at least twice in the city's social media and contractors social media, by mail or by hand delivery, to each Residential Customer.
- E. Routes of Collection: The Collector may from time to time propose to City changes in routes or days of collection. The Contract Administrator, after analyzing the changes' complete impact, will render a decision, which decision shall be final. Written approval from the Contract Administrator shall be necessary before implementing the proposed changes. (See "Notice of Collection Schedule/Change" in Section "D")
- F. Alley and Curbside Pick-up: The City of London has both alley and curbside customers. The Collector shall service this customer base as directed by the Contract Administrator. (Currently there are approximately 100 alley pick-ups.)
- G. Suspension of Service: Scheduled collection service shall not be suspended by the Collector because of the temporary closing of any street, alley, lane or other public way. Any suspension of service due to weather or vehicle breakdown shall be communicated to the Contract Administrator and City of London Administrative Offices immediately so the City can notify its customers.
- H. Ownership of Materials. Title to Solid Waste and Recyclable Materials shall pass to the Collector when placed in Collector's collection vehicle, removed by Collector from a container, or removed by Collector from the customer's premises.
- I. Disposal of Waste: The Collector shall dispose of all Solid Waste, Recyclable Materials, and Yard Waste collected in accordance with this Bid, at properly licensed facilities. The Collector shall be responsible for paying all contractual fees, Disposal and weigh charges including North Central Ohio Solid Waste District Fees imposed by the landfill, Materials Recovery Facility, transfer station, or Compost Site for said Disposal of Solid Waste, Recyclable Materials, and Yard Waste. The Bidder must identify the Solid Waste Transfer Station(s), Solid Waste Landfill(s), Materials Recovery Facility (ies) and Compost Site(s) that it expects to use during the term of the Contract. The Collector shall notify and have written approval from the Contract Administrator at least thirty days in advance of changing Disposal sites. (The Collector shall be responsible for all charges for the final Disposal of the Solid Waste, Recyclable Materials, and Yard Waste including any and all current and future Governmental Fees). Collector shall hold the City harmless against any and all damages, fines, and fees associated with the disposal of waste.

All licensed disposal sites utilized by the Collector (transfer stations and landfills) must be designated by the NCO Solid Waste District or have obtained a waiver from designation.

J. Employees:

1. Upon written directions by the Contract Administrator, any of the Collector's employees actively engaged in the collection of Solid Waste in this City, which are unsatisfactory to the City, shall be removed from the job.
2. Collector's employees shall be instructed to leave the collection route for the purpose of restroom usage.
3. The Collector shall be responsible for ensuring that drivers have a current valid Ohio driver's license, all endorsements required for the equipment being driven, and a safe driving record. The Collector shall be responsible for employees' observance of all traffic laws.
4. The Collector shall prohibit the use of alcoholic beverages or illegal drugs by his drivers and crew members in the course of performing their duties under the Contract. Fitness for duty is a service requirement.
5. The Collector shall, insofar as possible, hire local people to carry out the terms of the Contract.
6. All employees shall wear a shirt or other appropriate clothing bearing the Collector's name in large type.

K. Safety: The Bidder shall provide with their bid an overview of their safety policies. Such policies shall include any policies pertaining to "zig-zagging" or double-siding of streets where these practices might increase risk of injury and accident to the Collector's employees and/or City residents.

L. Discrimination Prohibited: The City or its agents shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, disability, age or Vietnam-era veteran status. The subrecipient will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, national origin, disability, age or Vietnam-era veteran status. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrator and agents for the City agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause. The subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, disability, age or Vietnam-era veteran status. The City or its agents shall incorporate the foregoing requirement of this paragraph in all of its contracts for any of the work prescribed herein (other than subawards for standard commercial supplies or raw materials) and will require all of

its subrecipients for any part of such work to incorporate such requirements in all subawards for such work.

M. Equipment: The Collector shall provide the appropriate amount of trash, bulk and recycling trucks to meet the needs of this ITB during the term of the Contract to provide for the efficient collection of Solid Waste, Recyclable Materials and Yard Waste, at the curb. The Collector shall use only steel body packer type trucks (Recycling collection vehicles may be non-compaction aluminum). All collection vehicles shall be designed for capture of liquids and to prevent any liquids from leaking from the vehicle. All trucks shall be clearly marked with the identity of the Collector. All trucks may be inspected from time to time by the Contract Administrator or his designate to see that they are clean, leak tight, sanitary and in a safe operating condition. Any vehicle that, in the opinion of the Contract Administrator, is not clean, sanitary or in a safe operating condition, shall be removed from service until it has been cleaned and/or repaired to his satisfaction. Bidders shall provide detailed information about their collection fleets on Proposal Form 2: Collection Fleet and Container Information. The Collector must receive the approval of the Contract Administrator to utilize vehicles not in conformance with the above. No collection vehicles shall be over ten (10) years old during the duration of the Contract. The Collector shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall be used by the Collector to perform its duties herein.

N. Other Service Requirements:

1. Furnish all necessary equipment for the collection and disposal of Solid Waste, Recyclable Materials, and Yard Waste and all labor and supervision (see Customer Service Representative) incident thereto.
2. Collect any on-site waste material lost or spilled from residential containers during any collection.
3. In the event that any collection is missed by the Collector under the schedule required, such miss shall be immediately remedied upon the Collector being notified of said miss. In the event that the Collector has completed the daily service for which a miss has been reported, such miss shall immediately be collected upon return to work the next working day. Under no circumstances shall the time to remedy the miss exceed 24 hours. Misses reported after the Collector has completed daily service for the last day of the work week may, at the City's option, be completed by the City and documented charges, plus 30%, shall be offset against any amount owed the Collector for the performance of said work.
4. All service complaints from the residents, City staff and customers shall be given prompt and courteous attention.
5. The Collector shall undertake all collection services in a neat, orderly and efficient

manner, use care and diligence in the performance of the Contract, provide neat, orderly, uniformed, and courteous employees and personnel.

6. The Collector shall exercise all reasonable care and diligence in handling residential, commercial and governmental Carts and Containers. The City will cooperate by requiring the City customers to provide and maintain only regulation containers which, when filled weigh 60 lbs. or less. The Collector shall exercise due care in preventing damage to the containers. The Collector shall be responsible to replace any container that, in the opinion of the Contract Administrator, was damaged by the Collector.
7. The Collector shall be responsible to notify the Contract Administrator of any unsanitary conditions within the City corporate limits that may come to his attention.
8. All charges incurred in association with the execution of this Contract shall be the responsibility of the Collector.

O. Failure to Correct Complaints or Violations of this Contract:

1. It is the intent of the City to ensure that the Collector provides a quality of level of service. To this end, all complaints shall be promptly resolved pursuant to the provisions of this Contract.
2. It shall be the duty of the Collector to take reasonable steps that may be necessary to address the complaint. Failure to address the complaint as set forth below may result in an administrative cost being assessed against the Collector. In assessing administrative costs, consideration will be given to extreme weather conditions and other conditions outside the Collector's control. It is hereby agreed that the city may collect from the Collector, administrative costs in the following amounts:
 - Failure or neglect to address collection complaints - \$50.00 per service required per address or pick-up location.
 - Failure to clean up spillage caused by the Collector - \$100.00 per incident per location.
 - Failure to repair damage to customer property caused by the Collector or its personnel - \$100.00 per incident per location.
 - Failure to maintain equipment in a clean, safe and sanitary manner - \$100.00 per incident per day.
 - Failure to have a vehicle operator properly licensed - \$100.00 per incident per day.
 - Failure to maintain office hours as required by the Contract - \$100.00 per incident per day.
 - Failure to display Collector's name and phone number on collection vehicle-
 - \$100.00 per incident per day.
 - Failure to comply with the hours of operation as required by this Contract -
 - \$100.00 per incident per day.
 - Commingling Residential Waste with Recyclable or yard waste - \$1,000.00 for each

- materials incident.
 - Failure to deliver, repair, or replace damaged roll-out garbage cans, containers, or carts in the required period - \$100.00 per incident per day.
 - Failure to provide collection services within the time of day limits provided in this Contract - \$100.00 per incident per day.
3. Failure to deliver any Residential Waste, Commercial Solid Waste, or Recyclable Materials to the designated disposal facility or materials recycling facility respectively, will result in the following penalties:
- First offense - \$1,000.00 charge.
 - Second offense - \$2,500.00 charge.
 - Third offense – potential cancellation of Contract.
4. The Contract Administrator or their designee may determine that the City assess administrative costs pursuant to this Section. The City shall notify the Collector in writing if administrative costs are to be assessed and the basis for each assessment. In the event the Collector wishes to contest such an assessment it may request in writing a hearing before the City of London's Safety Service Director to resolve the issue. Such hearing shall be scheduled within 30 days of such request. Missed collections of solid waste shall be corrected within 48 hours of actual receipt of notice of the same, it being further understood that unintentional, isolated missed collections of solid waste shall not be grounds for termination of this Contract.

P. Record Keeping and Reporting:

1. The Collector shall submit the following reports to the Contract Administrator by the 15th of the month for the preceding calendar month: monthly landfill tonnage report and quarterly recycling tonnage report.
2. The Collector shall maintain and submit monthly a complaint log on a form agreed to by Collector and City which includes names, addresses, phone numbers, the date and time, and a brief description of all customer complaints and the resolution of the complaint. The complaint log shall be submitted to the Contract Administrator by the 15th of the month for the preceding calendar month.

SECTION V: CUSTOMERS' RESPONSIBILITIES

- A. Solid Waste Containers: Residential and Commercial Customers are required to place all Solid Waste in Carts or Containers (not to exceed manufacturer's weight limitation of the Cart or Container) which shall be placed at their regular point of collection for pick-up service prior to 7:00 a.m. on the regular collection day.
- B. Special Pick-Ups: Special pick-up disposal service (that amount or item which exceeds "regular service limits") will require the Residential Customer to make arrangements through the Collector who shall then coordinate said pick-up with the Customer Service Representative.

SECTION VI: CITY OF LONDON DATA

The following information is provided as an aid to Bidders. This information or any inaccuracies therein, in no way limits the Contract or relieves the Collector of any obligation to provide service as described in the Bid documents. Each Bidder is responsible for satisfying itself as to the quantity of work to be performed.

Residential Data	
10,743	Population per Ohio Department of Development Projections
3,075	Residential Units
2,628	Residential Units using 96 Gallon Trash Cart
617	Residential Units using 64 Gallon Trash Cart
243	Residential Units using 34 Gallon Trash Cart
672	Residential Units using 96 Gallon Recycle Cart
1,526	Residential Units using 64 Gallon Recycle Cart
530	Residential Units using 34 Gallon Recycle Cart
207	Residential Units Needing Curb assistance

Commercial and Governmental Front Load Service Trash	
84	Commercial and Governmental Units
10	2 CY 1/Week
6	2 CY 2/Week
2	2 CY 3/Week
1	2 CY Call In
10	4 CY 1/Week
7	4 CY 2/Week
2	4 CY 3/Week
1	4 CY 1/Month
1	4 CY 2/Month
2	4 CY Call In
9	6 CY 1/Week
7	6 CY 2/Week
1	6 CY 3/Week
2	6 CY Call in
16	8 CY 1/Week
7	8 CY 2/Week
12	8 CY 3/Week
1	8 CY 4/Week

Commercial and Governmental Front Load Service Trash	
1	8 CY 2/Month
0	8 CY Call in
2	10 CY 1/Week
1	10 CY 2/Week
0	10 CY 3/Week
0	10 CY Call in

Commercial and Governmental Rear Load Service Trash	
90	Commercial and Governmental Units
1	1 CY 1/Week
13	2 CY 1/Week
2	2 CY 2/Week
3	2 CY 3/Week
0	2 CY 4/Week
1	2 CY 5/Week
4	2 CY Call In
3	2 CY 2/Month
28	4 CY 1/Week
8	4 CY 2/Week
7	4 CY 3/Week
1	4 CY 2/Month
1	4 CY 5/Week
5	4 CY Call In
18	6 CY 1/Week
14	6 CY 2/Week
3	6 CY 3/Week
2	6 CY 5/Week
1	6 CY 2/Month
1	6 CY Call in
11	8 CY 1/Week
2	8 CY 5/Week
2	8 CY 2/Month

Commercial and Governmental Cart Service Trash	
84	Commercial and Governmental Units
77	96 Gallon 1/Week
4	96 Gallon 2/Week
3	96 Gallon 3/Week

Commercial and Governmental Cart Service Recycle	
39	Commercial and Governmental Units
35	96-65 Gallon 1/Week
2	96-65 Gallon 2/Week
2	96-65 Gallon 3/Week

Disposal and Recycle Tonnage	
8,803	Solid Waste tonnage – 2025
6,404	Solid Waste tonnage – 2024
6,089	Solid Waste tonnage – 2023
5,899	Solid Waste tonnage – 2022
6,236	Solid Waste tonnage – 2021
TBD	Recycle tonnage – 2025
481	Recycle tonnage – 2024
487	Recycle tonnage – 2023
572	Recycle tonnage – 2022
599	Recycle tonnage – 2021

Proposal Form 1: Bidder Information, Qualifications, and References
City of London
Collection and Disposal of Solid Waste, Recyclables and Yard Waste

Bidder Information:

Name of Company Submitting Bid:

Street:

Address:

Mailing Address:

Name and Title of Person Responsible for Administration of a Contract if awarded:

Phone:

Fax:

E-mail:

Qualifications Statement:

References:

Provide three (3) references of current customers receiving similar residential Solid Waste and recycling services as described in this Invitation to Bid:

Contracting Authority:

Contract Contact and Phone No.:

Contract Term and Description:

Contracting Authority:

Contract Contact and Phone No.:

Contract Term and Description:

Contracting Authority:

Contract Contact and Phone No.:

Contract Term and Description:

Contracting Authority:

Contract Contact and Phone No.:

Contract Term and Description:

Contracting Authority: Contract Contact and Phone No.:

Contract Term and Description:

Contracting Authority:

Contract Contact and Phone No.:

Contract Term and Description:

Contracting Authority:

Contract Contact and Phone No.:

Contract Term and Description:

Proposal Form 2: Collection Fleet and Container Information
City of London
Collection and Disposal of Solid Waste, Recyclables and Yard Waste

Indicate the quantity, type, and gross vehicle weight of the vehicles the Bidder proposes to use to provide services to the City. Indicate whether vehicles are or will be equipped to provide automated collection (alternate). Attach photographs of the vehicles to this form. Indicate age of fleet and summarize fleet replacement policies.

Proposal Form 3: Recycling Information
City of London
Collection and Disposal of Solid Waste, Recyclables

Indicate the facility that the Bidder will use to process Recyclable:

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

State: _____ Zip: _____

Phone: _____

Email: _____

Operational Hours: _____

Describe the procedure that the Bidder will utilize to ensure that source-separated Recyclable Materials will not be disposed with or as Solid Waste:

Proposal Form 4: Solid Waste Transfer Station and Disposal Facility Information
City of London
Collection and Disposal of Solid Waste, Recyclables

Identify the Solid Waste Transfer Station and Solid Waste Landfill that will be used for the Disposal of Solid Waste from the City during the term of the Contract.

Solid Waste Transfer Station:

Complete the following if a Solid Waste Transfer Station will be used to receive Solid Waste and/or Recyclable Materials in the performance of this Contract.

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Ohio EPA Solid Waste Facility Identification No.: _____

Facility Manager: _____

Phone No.: _____ Operating Hours: _____

Solid Waste Landfill:

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Facility Manager: _____

Phone No.: _____ Operating Hours: _____

Number of years of airspace remaining at this Landfill at current fill rate under existing permits: _____ Years

PROPOSAL FORM 5: COST

Collection and Disposal of Solid Waste weekly and Recycling Materials weekly

Monthly Cost Per Residential Unit: Regular Collection of Weekly Refuse
Weekly Collection, Bulk One Time Per Week and Weekly or Every Other Week
for Recycling
3-Year Term Pricing

Unit Type	Recycle Pick-Up	Price Per Month
Residential Unit Trash, Bulk and Recycling (96, 64, 34 Gallon Cart)	Weekly	
Residential Unit Trash, Bulk and Recycling (96, 64, 34 Gallon Cart)	Every Other Week	

Cost Per Service for Commercial Unit Trash Services
3-Year Term Pricing

Commercial Unit Front Load Trash		
Unit Type	Frequency of Collection	Price Per Service
2 Cy Container	1/Week	
2 Cy Container	2/Week	
2 Cy Container	3/Week	
2 Cy Container	Call In	
4 Cy Container	1/Week	
4 Cy Container	2/Week	
4 Cy Container	3/Week	
4 Cy Container	1/Month	
4 Cy Container	2/Month	
4 Cy Container	Call In	
6 Cy Container	1/Week	
6 Cy Container	2/Week	
6 Cy Container	3/Week	
6 Cy Container	Call In	
8 Cy Container	1/Week	
8 Cy Container	2/Week	
8 Cy Container	3/Week	
8 Cy Container	4/Week	
8 Cy Container	2/Month	
8 Cy Container	Call In	
10 Cy Container	1/Week	
10 Cy Container	2/Week	
10 Cy Container	3/Week	

Commercial Unit Front Load Trash		
Unit Type	Frequency of Collection	Price Per Service
10 Cy Container	Call In	

Commercial Unit Rear Load Trash		
Unit Type	Frequency of Collection	Price Per Service
1 Cy Container	1/Week	
2 Cy Container	1/Week	
2 Cy Container	2/Week	
2 Cy Container	3/Week	
2 Cy Container	4/Week	
2 Cy Container	5/Week	
2 Cy Container	2/Month	
2 Cy Container	Call In	
4 Cy Container	1/Week	
4 Cy Container	2/Week	
4 Cy Container	3/Week	
4 Cy Container	5/Week	
4 Cy Container	2/Month	
4 Cy Container	Call In	
6 Cy Container	1/Week	
6 Cy Container	2/Week	
6 Cy Container	3/Week	
6 Cy Container	5/Week	
6 Cy Container	2/Month	
6 Cy Container	Call In	
8 Cy Container	1/Week	
8 Cy Container	5/Week	
8 Cy Container	2/Month	
8 Cy Container	Call In	

Commercial Unit Cart Service Trash		
Unit Type	Frequency of Collection	Price Per Service
96 Gallon	1/Week	
96 Gallon	2/Week	
96 Gallon	3/Week	

Commercial Unit Cart Service Recycle		
Unit Type	Frequency of Collection	Price Per Service
96-65 Gallon	1/Week	
96-65 Gallon	2/Week	

Commercial Unit Cart Service Recycle		
Unit Type	Frequency of Collection	Price Per Service
96-65 Gallon	3/Week	

Proposal Form 6:
NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

STATE OF _____)

SS:

COUNTY OF _____)

_____, being first duly sworn,
deposes (NAME)

and says that he/she is _____ for
(POSITION)

_____ the party making the
fore-(COMPANY NAME)

going proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Clark County Board of Elections or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

AFFIANT

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____, _____.

NOTARY PUBLIC

My commission expires ____

Delinquent Personal Property Tax Affidavit

State of Ohio Standard Forms and Documents

_____ County, Ohio, or that he or it is so charged in the following amount:

Delinquent Tax:

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(s) for this Project which shall enable payments to be made under said Contract(s).

By: _____ Date: _____

Company:

Project:

Sworn to and executed before me this _____ day of _____, _____

Notary Public
My commission expires: _____

Proposal Form 8

Bidders Representation

The Bidder represents and warrants to the City the following:

- (1) Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith.
- (2) Bidder, prior to submitting a Bid, has familiarized itself with the services requested.
- (3) Bidder is sufficiently familiar with the City in order to understand all the applicable conditions affecting this Proposal.
- (4) Bidder will provide Collection and Disposal of residential Solid Waste, Recyclable Materials, and Yard Waste in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- (5) Bidder shall not discriminate, by any reason of face, color, religion, sex, age, disability, national origin, or ancestry, against any person or employee in the hiring and supervision of employees for the performance of this Contract.
- (6) Bidder is incorporated in or authorized to do business in the State of Ohio.

Bidder/Company

Address

City, State, Zip

By- Printed Name

Title

Signature

Date

Phone:_____

Proposal Form 9
Form of Contract

Municipal Refuse Collection and Disposal For the
City of London, Ohio

FORM OF CONTRACT

AGREEMENT FOR MUNICIPAL REFUSE COLLECTION AND DISPOSAL

THIS AGREEMENT, ("Agreement") is made and entered into this _day of _____, 20_, by and between the City of London, Ohio, an Ohio municipal corporation, ("City") and _____ an Ohio _____ qualified to do and actually doing business in the State of Ohio ("Contractor"). For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Bid Documents. The Instruction to Bidder, and the Notice to Bidder, and Specifications, (collectively "Bid Documents") are incorporated herein by this reference. For ease of reference, the Specifications are attached to this contract as EXHIBIT A.
2. Collection of and disposal of residential solid waste and recyclable materials. The Contractor shall collect an unlimited amount of waste material once each week from each residential dwelling, for which containers are placed at the curb, edge of street or right-of-way. The Contractor shall collect recyclable material from each residential dwelling for which containers are placed at the curb, edge of street or right-of-way once every week. The Contractor shall provide carry out type service for those residential customers (both single and isolated multi-family units) desiring such service to be performed. Contractor shall provide containerized service for multi-family residential customers shall be with the use of containerized units.
3. Collection from City Facilities. The Contractor shall provide dumpsters and collect an unlimited amount of waste material from all City owned or leased buildings, parks and other public places which are set forth in Section III Scope of Services H Service to City owned facilities of the instruction to Bidders.
4. Time for Collections. Collections for waste material and recyclable material at residential dwellings shall be no earlier than 7:00 a.m. and no later than 7:00 p.m., Monday - Friday. Collections for the holiday and the following days of the week shall be delayed by one (1) day.
5. Pricing. The Contractor shall provide the services hereunder and in return shall bill the City based on the following rate schedule: _____

6. Term. The term of this Agreement shall be from _____ (“Effective Date”) until _____. This Agreement shall be renewable for an additional period of two years, in one year increments, solely at the discretion of the city. Should the City desire to pursue the renew option, it shall advise the Contractor no later than 6 months immediately prior to the scheduled contract termination date.
7. Exclusive License. The Contractor shall have the exclusive right to collect or receive and thereafter convey or transport on the streets and alleys or public thoroughfares of the City garbage or trash and recyclable materials from residential premises as described herein.
8. Local Contact. Contractor’s local contact is _____ telephone number _____
9. Records. The Contractor shall be required to keep records and submit reports to comply as provided in the Bid Documents. The Contractor understands that the City is subject to the Ohio Public Records Act. Documents used in the performance of the Agreement may be subject to the Ohio Public Records Act and made available to third parties. At the conclusion of the Agreement, all such documents in Contractor’s possession shall be turned over to the City.
10. Community. The Contractor shall develop, in cooperation with and subject to approval by the City, comprehensive literature explaining how the refuse collection and curbside recycling will work, scheduled pick-up routes, holiday information, and a thorough description of the recyclable materials that will be accepted. This brochure shall be mailed or delivered by the Contractor to all residential customers at least two weeks prior to implementation of the program and annually thereafter. Additional copies of the literature shall be provided to the City for distribution.
11. Complaints. All complaints from Citizens shall be made directly to the Contractor and shall be given prompt and courteous attention.
12. No Discrimination. The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.
13. Independent Contractor. The Contractor and its employees shall perform all work and service hereunder as an independent contractor. Neither Contractor nor any of its officers, directors, employees, agents or representatives shall be deemed a “public employee” and shall not be entitled to any benefits made available to employees of the City, including but not limited to participation in Ohio Public Employees Retirement System. Contractor shall be solely responsible for the compliance with all applicable federal and state laws with respect to its officers, directors, employees, agents or representatives. Any and all payroll taxes, social security benefits, insurance requirements, or employment benefits of any kind whatsoever of the Contractor, its officers, directors, employees, agents or representatives shall be borne exclusively by Contractor and not the City. Nothing herein is intended to, or shall be deemed to, create a partnership, joint venture, agency, or other relationship creating fiduciary or quasi-fiduciary duties or similar duties and obligations or otherwise subject the parties to joint and several or vicarious liability or to impose any duty, obligation, or liability that would arise therefrom with respect to either or both of the Contractor acknowledges that City will not provide any workers’ compensation coverage and that City will not withhold any federal, state or local taxes on the services performed by Contractor hereunder. Contractor agrees that it shall remit to the appropriate federal, state or local governmental entities any and all taxes associated with the services provided by Contractor hereunder and indemnifies and holds City harmless for any withholding tax or other tax liability asserted against City as a result of Contractor’s failure to pay such taxes. NOTE THE CITY OF

LONDON’S EARNING TAX RATE IS 1.50% ON EARNINGS AND INCOME FOR PERSONS 18 YEARS OF AGE

AND OLDER AND SOURCE COLLECTION IS REQUIRED (880.06 London Codified Ordinance).

14. Miscellaneous. This Agreement shall be binding upon and insure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not. This Agreement shall be interpreted and governed by the laws of the State of Ohio. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract. This Agreement was negotiated between the Parties, each of whom had the opportunity to consult with legal counsel during the negotiation, drafting, and execution of this Agreement, and the Parties agree that this Agreement shall not be construed against any Party as the drafter.

Notwithstanding anything else in to the contrary in any bid submittal: (1) under no circumstances will the City be required to provide indemnification; (2) venue for any legal claims brought in court will be Madison County Ohio, being the location of the City; (3) if this contract is for more than one year, the continuation of the contract is contingent upon the appropriation of funds by the City Council as applicable to fulfill the requirements of the contract. If the insufficient monies are appropriated to provide for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated; (4) aggregate liability for negligence of Contractor or breach of contract shall not be limited to the total fee paid for services; (5) City shall not pay for other party's attorney fees; (6) Nothing herein shall be deemed a waiver by City of any sovereign immunity or qualified immunity provided by law; and (6) City shall not be liable for any punitive, indirect or consequential damages.

CITY OF LONDON, OHIO
An Ohio Municipal Corporation

An Ohio _____

By: _____
[Stephen Saltsman](#)

By: _____

Its: Safety Service Director APPROVED AS TO

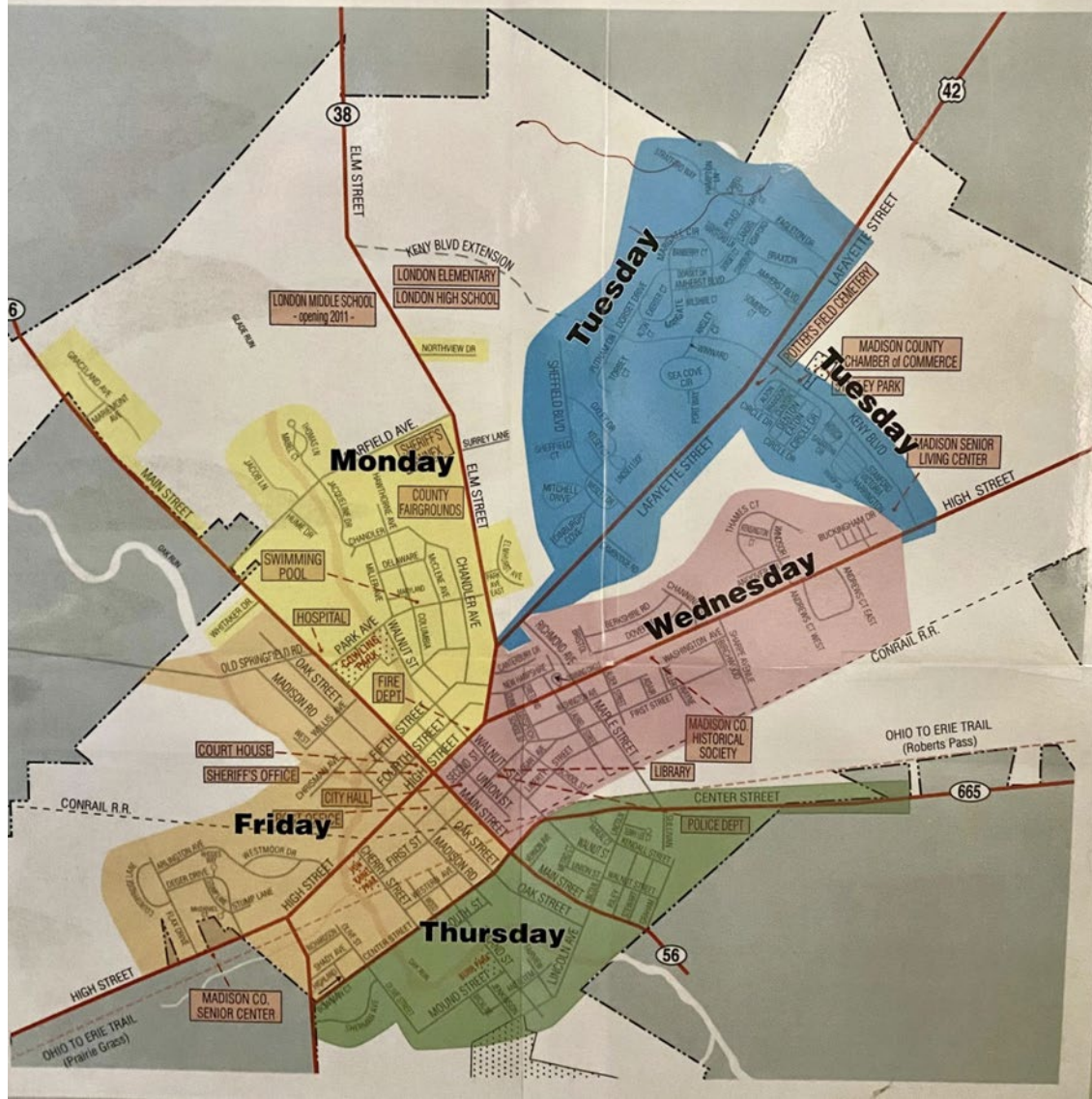
FORM:

Rickelle Davis

Attachment A
Map of Current Routes

City of London

Sanitation Pick-up Schedule



Attachment B:

Current List of City Facility Solid Waste Services (Subject to Change)

[illegible]