



**Specifications and Contract
Documents for**

**RESIDENTIAL REFUSE
COLLECTION BID**

**CITY OF MORaine, OHIO
MONTGOMERY COUNTY
June 2014**



Legal Notice Advertisement for Bids

Sealed Bids will be received in the City Manager's Office at the City of Moraine, 4200 Dryden Road, Moraine, Ohio 45439 until 10:00 a.m. **Thursday, June 12, 2014** for the supplying of Residential Refuse Collection for the City of Moraine. At this time Bids will be opened and publicly read.

The Contract will be effective for a period of two (2) years and (4) months with 3 one-year optional extensions. The starting date will be determined on or about September 1, 2014. Copies of the Contract documents and specifications will be available for review at the Manager's Office. Electronic copies may be obtained at no charge.

David D. Hicks, City Manager

To be advertised in the Dayton Daily News: Wednesday, May 28, 2014
Wednesday, June 4, 2014



Instructions and General Information to Contractors

1. Bid Submission

a. Addressing Envelope

Bids must be received in a sealed envelope marked "Residential Refuse Collection Bid" and must contain the full name and address of the Contractor, along with a telephone number and email address at which the Contractor may be contacted.

b. Include in Bid Submission

Bids must include the Contractor furnishing all necessary equipment, labor, material, and supervision for the collection and disposition of residential garbage and other waste material from within the City of Moraine for a period of two (2) year and four (4) months with three additional one (1) year options in accordance with the attached specifications.

2. Completion of Bids

- a. Only Bids properly completed on the provided proposal sheets will be accepted. All forms and documents must be signed where indicated by the officer or agent of the Contractor as authorized. The signature indicates that the terms and conditions of the proposed Contract have been read and understood.
- b. Contractors are cautioned to carefully examine the specifications and information set forth and also to note carefully any regulation governing hours of work, minimum wage to be paid, insurance requirements, etc., all of which form part of this proposal and/or Contract the same as if they were written herein.
 - i. No modification of a proposal will be permitted after it has been submitted, but a Contractor may withdraw his proposal unopened prior to the time set for the opening of Bids upon written request filed with the City Manager.
 - ii. Proposals received after the time specified will not be considered.
 - iii. The Contractor shall utilize the form provided for submitting the Bid and respond to the Alternative Bids.
 - iv. We have one (1) Base Bid, one (1) Alternative Bid and Contractors are required to complete each Bids including the Alternative on which they are Bidding. The City of Moraine will select one of the three Bids.

3. Surety

a. Security (Bid) Bond

Each Bid must be accompanied by a security bond issued by a bonding company authorized to do business in the State of Ohio, or by a certified check on a solvent bank in the amount of five percent (5%) of the amount of the submitted proposal. Bid bond payable to the City of Moraine, Ohio, as a guarantee that if the Bid is accepted, a Contract will be entered into and the performance of the same is properly secured. The City will determine the sufficiency of the surety. Security Bonds will be returned to the Contractors as soon as the purpose for which given has been fulfilled.

b. Performance Bond

The Contractor to whom an award is made shall furnish a bond or certified check drawn on a solvent bank and in the case of a bond, one issued by a surety licensed by the State of Ohio as a surety, payable to the City of Moraine, Ohio, in the amount of one hundred percent of the Bid price for one year as a guarantee for the faithful performance of the contract. The bond shall be renewed each year thereafter and submitted to the City no less than thirty-days (30) prior to the start of the new term. The City will determine the sufficiency of the surety.

4. Rejection of Bids

- a. The City reserves the right to waive informalities, to reject any or all Bids in whole or part, or to accept any Bid, which may be deemed to be in the best interest of the City of Moraine.

5. Substitutions

- a. Bidders interested in providing an alternative proposal should attach a sheet of paper and describe in detail how the program would function (e.g. proposing a new hauling schedule, innovative educational opportunities for staff, alternative bin size/replacement, etc.). Bidders must list per unit costs and must describe all assumptions when calculating price structure.
- b. The City has no obligation to accept the Contractors proposed substitutions.

6. Evaluation of Proposals

- a. Subject to the right of the City to reject any or all bids and as provided above, the City will award the Contract to the Bidder submitting the lowest and best bid, and taking into consideration any accepted alternates. The City, in its sole discretion, will determine whether a bidder is the lowest and best bidder. In determining whether a bid is the lowest and best, the City may consider the following criteria and such other criteria as it determines proper:

- b. The Bidder's work history, including experience, conduct and performance on previous contracts, and under other names, management skills, and ability to execute the contract properly. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects, which are comparable to or larger than the City's project. If the Bidder's management (*i.e.*, president, chairman of the board, or any director) operates or has operated another waste disposal or recycling company, the City may consider the work history of that company in determining responsibility of the bidder. The Bidder authorizes the City and its representatives to contact prior and existing clients of the Bidder regarding the Bidder's performance.
- c. The Bidder's financial condition. The Owner may consider, without limitation, the bidder's financial ability to complete the Contract successfully
- d. The Bidder's vehicles and equipment.
- e. The qualifications and experience of the Bidder's work force proposed to be used to complete the project.
- f. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to Occupational Safety and Health Act, and the State of Ohio's Equal Employment Opportunity Commission requirements, as applicable.
- g. Other essential factors, as the City may determine.

7. General

- a. The City is a current and active member of the Montgomery County Solid Waste District; all refuse shall be delivered as per agreement with the District and all Bids shall reflect the cost for said delivery with the District and all Bids shall reflect the cost for said delivery and disposal. All amendments or changes incorporated into the agreement with the District shall be adhered to by the Contractor. Compliance with all State of Ohio and Montgomery County Solid Waste District regulations shall be adhered to, and if the Contractor is found in violation of these regulations, it may be considered a breach of Contract and forfeiture of part or the entire performance bond may occur.
- b. Any Contractor contemplating submitting a Bid for the proposed Contract in doubt as to the true meaning of any part of the specifications or other proposed Contract documents, may submit to the City Manager a written request for an interpretation thereof. Any interpretations of the document will be only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each prospective Contractor.
- c. The City shall not be responsible for any other explanation or interpretation of the Bidding documents.
- d. The prices stated in the document should be stated in the units specified in the Bidding schedule. In case of discrepancy in computing the amount of the Bid, unit prices quoted will govern.

8. Liability

- a. The Contractor agrees to indemnify the City against all claims for damages or injuries arising out of the operations and to obtain the necessary insurance as outlined herein.
 - i. Commercial General Liability-Bodily and Property Damages \$1,000,000 Combined Single Limit, with \$1,000,000 aggregate.
 - ii. Commercial Automobile Liability-Bodily and Property Damages \$1,000,000 combined single limit.
 - iii. Contractual Liability Insurance \$1,000,000.
- b. In addition to furnishing the insurance coverage above described, the Contractor shall produce satisfactory evidence to the City Manager before starting any work under this Contract that all of its employees are protected by Workers' Compensation under and in accordance with the laws of the State of Ohio, and shall make all premium payments promptly so as to maintain such protection in full force and effect during the term of this Contract.
- c. The Contractor further agrees that in the event of any civil liability occurring by reason of this agreement, that Contractor will hold the City of Moraine harmless from any and all claims for damages for any reason whatsoever arising in any manner by reason of the action and conduct, whether negligent or otherwise, on the part of the Contractor, and will indemnify and hold harmless the said City from any and all claims, damages and suits, either in law, equity or otherwise. In the event of litigation arising by reason of this agreement as to actions of the Contractor, the City reserves the right to select its own Counsel for its own defense in any negotiations or trial of lawsuits or settlement thereof, and the cost of the same shall be paid by the Contractor.
- d. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national ethnic origin, age or handicap. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or handicap. Such action will include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees, and applicants for employment, notices setting forth the provisions of this non-discrimination clause. All Americans with Disabilities Act requirements shall be adhered to and reasonable accommodations made.

9. Vacancy

- a. A house (unit) is vacant when unoccupied for 30 days.
- b. Once a house is deemed vacant (unoccupied for 30 days) the City will receive a credit for each of the billing cycles within those 30 days. This applies to any bid chosen in which the City pays for the trash collected.
- c. Number of vacant units will be deducted from monthly invoice according to contractor vacancies quarterly report.
- d. The City will coordinate with Contractor to compile an on-going list of vacant units.



Bid Specifications

The following are the conditions and specifications for Bidding for a Contract between the City of Moraine, hereafter referred to as the "City" and the successful Bidder hereafter called "Contractor."

1. Terms

- a. This Contract shall be for not less than two (2) year four (4) months, with the City reserving the right to re-bid a new Contract after a probationary period of six (6) months. The City shall also have the right to extend the Contract for three (3) option years;
- b. This Contract will be effective on or about **September 1, 2014**;
- c. The bid shall include the maximum increase the Contractor may request per option year for three (3) option years;
- d. Each additional residential unit added for services during this Contract shall be billed the same price as residential units on the effective date of the Contract in accordance with the Bid Proposal;
- e. All bid prices are inclusive. No surcharges shall be attached to any bids;
- f. The Contractor and the City each reserve the right to negotiate in good faith amendments to this Agreement necessitated by increases or decreases in disposal costs, state or local government fees, or other uncontrollable operational cost increases. Any such amendment shall be made in writing 30 days before instituted and verified with letter from the state or local government pertaining to the increase or decrease of fees.

2. Termination

- a. If the Contractor defaults or neglects to perform collections in an orderly manner or at the scheduled time for collections in the manner specified herein, or fails to perform any other obligation hereunder, the City may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy it may have, deduct the cost of all its expenses thereof from the payment then or thereafter due to Contractor or, at its option, may terminate the Contract if any such violations persist for more than two scheduled collections.

3. Contractor Contact Information

- a. The City shall be given the name and phone number of the single appropriate person within the contractor's employment with whom complaints can be aired and remedied. The City shall also be given the name and phone number of the foreman(s) or other assigned representative(s) of the contractor who is responsible for all collections (residential solid waste and recycling).
- b. Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. Contractor shall maintain 1-800 or other toll free telephone service if said calls would otherwise require long distance telephone service.

4. Educational Materials

- a. Proposals shall include provisions for and a detailed description of what educational opportunities regarding residential refuse collection will be available to City.
- b. Educational materials shall include for example: recycle more – trash less, recycling saves money, etc.
- c. Contractor will also furnish to the City of Moraine one hard copy and one electronic copy of educational materials (brochure, etc.) to explain how the curbside recycling and yard waste programs will work, including the benefits of these programs. This information will then be distributed to the residents by the City of Moraine. Materials shall also include scheduled pickup routes, holiday information, descriptions of acceptable recyclables, and yard waste handling requirements. The Contractor will provide these educational materials to the City of Moraine on a monthly basis for each year of the Contract.
- d. The contractor shall participate at an average of two community events per year. This information will be attached to the proposal.

5. Records and Submit Reports

- a. Contractor shall be required to keep records and submit reports to comply with the Montgomery County Solid Waste Management District's Annual District Reporting Requirements. These reports will serve as a means to apprise City staff and the Montgomery County Solid Waste Management District of the status of solid waste, recycling, and yard waste composting activities and expenditures. Reporting requirements include, but are not limited to:
 - i. Quarterly Project Status Report: The contractor shall provide quarterly status reports. These reports shall be due within thirty (30) days of the close of the quarter being reported. At a minimum, the reports shall include:

1. Tons of co-mingled of recyclable material collected and recycled and location of processing facility
 2. List of vacant units
 3. Number of carry outs
 4. Number of incidents regarding trash pick-up, delay of service, missed serviced, resident complaints.
 5. Tons of Solid Waste collected and disposed and location of disposal facility.
 6. Number or percentage of residents participating in the curbside recycling and yard waste programs.
- b. Quarters to be reported shall include:
1. 1st Quarter = January, February, March
 2. 2nd Quarter = April, May, June
 3. 3rd Quarter = July, August, September
 4. 4th Quarter = October, November, December
- c. Annual Reports
1. Contractor shall provide year-end annual reports for each year the project is in operation. These reports will be due within 45 days of the end of the Calendar year. At a minimum, the report shall include the information included in the quarterly project status reports1st Quarter = January, February, March.

6. Transportation of Refuse

- a. The transportation of all garbage, rubbish or other waste through the streets of the City shall be conducted in such a manner as to create no nuisance. The vehicle conveying waste must be of such construction and so operated that contents shall not spill upon the public streets. Any litter or other nuisance such as oil spills or other liquids caused by the Contractor, whether through emptying a container or otherwise shall be promptly cleaned by the Contractor. All trucks shall carry quick dry for oil or hydraulic spills and the driver shall apply it to the spill immediately to contain the spill and avoid any run-off. In the event that a spill or leak does occur, the City shall be notified as to the location, and the spill shall be remedied to the satisfaction of the City. Each vehicle shall have the name and phone number of the Contractor clearly marked on each side. The vehicle used for recycling shall clearly indicate either by permanent marking or by magnetic sign that it is the vehicle used for recycling collection.

7. Scheduled Pick Up

- a. The Contractor shall collect the garbage and refuse from each residence within the City of Moraine not less than once a week. Such service shall be performed between the hours of 6:30 a.m. and 5:00 p.m. (Monday through Saturday). Contractor shall specify

day or days of collection and areas of City to be collected on specified day(s).

- i. If the Contractor wishes to change the current scheduled pick up day, the Contractor will be responsible for notifying affected Residents of the new schedule pick up day at no charge to the City. Also, to acclimate the Residents, the Contractor shall pick up for any missed or Resident complaints due to the new pick up day at no cost to the City for a two cycle period.
 - ii. Contractor will notify the City if service is delayed due to inclement weather or other issues in a timely manner.
 - iii. A local or 1-800 number will be provided for residents to call updating them of delay in service (i.e.: weather or holiday).
- b. When a holiday falls on a regular trash day the Contractor may reschedule the regular trash pick-up to the next day (other than Sunday) following the holiday. The Contractor shall provide annually to the City a copy of the next year's holiday schedule.
 - c. The Contractor shall provide the City with maps and schedules of residential collection routes and keep such information current at all times. Should any change in any scheduling or routing be initiated by the Contractor, it shall be the Contractors responsibility to notify the customer in a manner approved by the City. Said notification shall be at the Contractors expense.
 - d. In the event a regular scheduled collection is missed and a complaint is registered by the customer and it is determined to be the fault of the Contractor, the Contractor shall respond within two (2) working days and provide a special collection.
 - e. Special carryout services shall be provided for the elderly or handicapped as heretofore acknowledged and acted upon by the Contractor as directed by the City Manager or his designee.

8. Bulk Pick Up

- a. The Contractor shall provide for a weekly Bulk Item Pickup. Items to be considered bulk items for pickup are furniture, springs, mattresses, stoves, ranges, refrigerators, dishwashers, carpet, discarded household items, minor homeowner generated construction debris, and other similar items (not intended to be the total list). The Contractor shall not be responsible for picking up toxic waste materials as defined by Federal Law, auto parts, auto fluids, items containing ozone depleting substances, items placed on vacant lots, items determined to have been generated by a Contractor, items generated from a source outside Moraine. The Contractor may require the residence to disassemble certain items, (swing sets, metal sheds, etc.). The City assumes no responsibility for the collection of fees for any special pickups. Contractor will describe procedure for bulk item pickup. Contractor will indicate cost if the County changes procedure and allows bulk items to be delivered along with trash.

9. Yard Waste

- a. Grass clippings and other yard waste shall be placed in with regular trash pick-up.

10. Municipal Building Dumpster Service

- a. The following City of Moraine facilities shall be provided with collection services as follows with no additional fee to the City. These facilities, locations, and container descriptions are subject to change and are intended as an estimate of said services. Also, the Contractor shall provide municipal dumpster service as provided below with pickups as indicated:

| | |
|--|---|
| Moraine Municipal Building 4200 Dryden Road | 1 Pick-up per week – One 6 Cubic Yard & One Recycling Dumpster |
| Gerhardt Civic Center 3050 Kreitzer Road | 1 Pick-up per week – One 8 Cubic Yard & & Two Recycling Dumpster |
| Wax Park 3800 Main Street | 1 Pick-up per week - Three 8 Cubic Yards & One Recycling Dumpster |
| Fire Station 28 2738 Viking Lane | 1 Pick-up every other week - One 4 Cubic Yard |
| Fire Station 29 4747 South Dixie Drive | 1 Pick-up per week - One 6 Cubic Yard & One Recycling Dumpster |
| Fire Station 30 3333 Pinnacle Park Drive | 1 Pick-up per week - One 6 Cubic Yard & One Recycling Dumpster |
| Street Division 4720 Vance Road | 1 Pick-up per week -One 6 Cubic Yard & One Recycling Dumpster |

Base Bid

1. Residential Collection
 - a. The number of Residential collections has been estimated to consist of 1,921 residential units including carry-outs receiving curbside service.
 - b. Residential collection will be for one (1) and two (2) family residential units/homes only.
2. Recyclables
 - a. In addition to normal household waste, the Contractor shall implement and maintain a commingled curbside recycling program for all residential units.
 - b. Recyclable materials include items with an economic value in the secondary materials market. The minimum list of recyclable materials shall include all plastic, newspaper, clear glass, aluminum, bi-metal cans and shall be amended as needed by the City.
 - c. The Contractor shall provide and distribute each single-family residence with at minimum a fifty (50) gallon recycling cart at no cost to the City. The color of the cart is optional.
 - d. The Contractor shall pick-up commingled recyclables weekly for the entire City on the same day as the regularly scheduled service day.
 - e. The Contractor shall transport commingled recyclable to a material sorting center. Should a Contractor be found diverting recyclable material to a disposal site rather than a separation center, such action shall be construed as a breach of Contract and subject to forfeiture of part or the entire performance bond.
3. Refuse Contained
 - a. All refuse shall be placed in proper containers or firmly secured plastic bags and placed by curb for removal.
 - b. The number of containers from each residence will be unlimited.
4. Payment
 - a. The City agrees to pay the Contractor monthly, an amount equal to the residential unit Bid price shown on the proposal forms multiplied by the total number of residential dwelling units being served with refuse collection by the Contractor. The number of residential units to be billed for the first ninety (90) days is 1,921. Should the City and Contractor find this number to be inaccurate the City will adjust up or down the number of residential units actually being served beginning the fourth month and will adjust quarterly based on units being served as agreed to by the City and Contractor. Invoices should be submitted to: Accounts Payable, City of Moraine, 4200 Dryden Road, Moraine, OH 45439.

Alternative 1 (Base bid plus Trash Containers)

1. The Contractor shall supply a Bid using at a minimum 96-gallon wheeled trash container. The Contractor shall assume all responsibility for the delivery, operation and maintenance of the mobile carts during the life of the Contract. The Bidder shall supply to the City with their Bid a copy of their general specifications for their mobile carts and any educational information that may be used to properly educate the public on use, placement and other relevant information regarding the implementation of the mobile cart program if selected.



2014 Community Events

Easter Egg Hunt at Ora Everetts Park

Date: Saturday, April 19

Time: 11:00 a.m.

25th Annual Citywide Easter Egg Hunt behind the Gerhardt Civic Center. The egg hunt will start promptly at 11:00 a.m.

Global Youth Service Day at the corner of Dorf Drive and Pinnacle Road

Date: Saturday, April 26

Time: 12:00 p.m. - 2:00 p.m.

GYSD (April 26-28) is an annual global event that highlights and celebrates the contributions of youth to their communities through volunteer service. Local teens can help create a new walking trail in Moraine. Meet at Johnny Appleseed Park near the Johnny Appleseed Dedication Rock (corner of Dorf Drive and Pinnacle Road). Help clear the trail of weeds, tree limbs etc. as the new trail will connect with the Pinnacle Park Trail.

5K Run/Walk

Date: Thursday, July 3

Time: 7:00 p.m.

The 5K Run/Walk will begin at 7:00 p.m. with the course starting and finishing at Wax Park as it winds its way through the Moraine Airpark.

Independence Day Celebration at Wax Park

Date: Friday, July 4

Time: 4:00 p.m. - 11:00 p.m.

Amusement Rides, concerts and fireworks

Slash Moraine at the Payne Recreation Center

Date: October 10-11, October 17-18, October 24-25

Time: 8:00 p.m. – 12:00 a.m.

Open the last three weekends in October, Slash Moraine is one of the scariest haunted houses in the Miami Valley.

Moraine Community Halloween Party at Wax Park

Date: Thursday, October 31

Time: 8:00 p.m. - 9:30 p.m.

Free hot dogs, pop and snacks plus music and a costume contest for all ages.

Tree Lighting Ceremony at the Municipal Building

Date: Friday, December 6

Time: 6:30 p.m.

This event will feature Christmas music and carolers, free cookies and hot chocolate, a visit from Santa Claus arriving in a helicopter (weather permitting) and the unveiling of the Christmas Light display.

Pancakes with Prancer at Gerhardt Civic Center

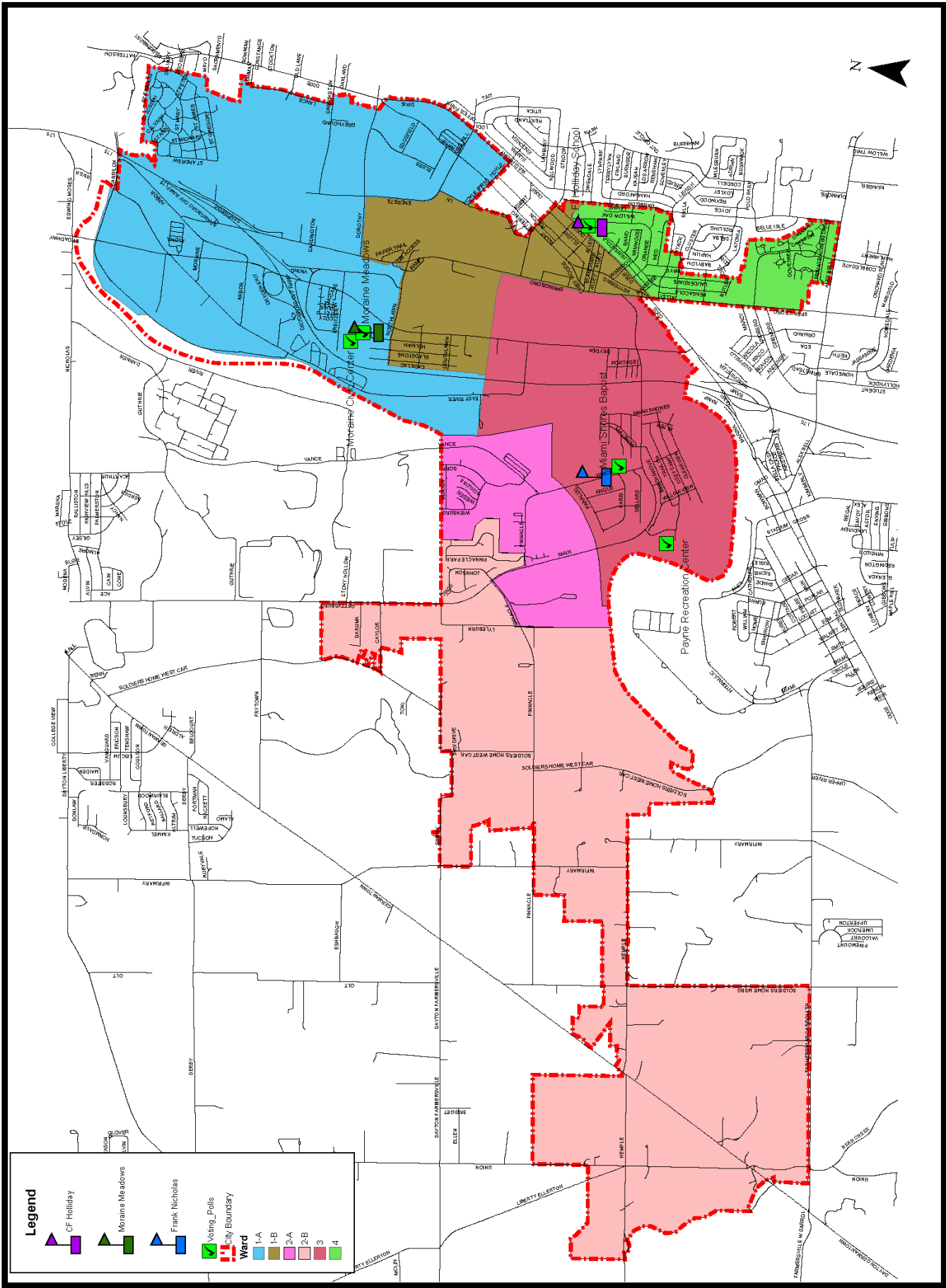
Date: Saturday, December 7

Time: 9:00 a.m. – 12:00 p.m.

A fundraiser for the Christmas Smiles program, tickets are \$5 per person and include a great pancake breakfast, pictures with Santa and Prancer, craft stations and live entertainment. Volunteers will operate craft stations, help cook pancakes, greet guests, take tickets and operate photo centers.

Legend

- OF Holiday
- Moraine Meadows
- Frank Nicholas
- Voting_Polls
- City Boundary
- Ward
 - 1-A
 - 1-B
 - 2-A
 - 2-B
 - 3
 - 4





Proposal

The undersigned, having carefully examined the Instructions to Contractors, Specifications, and other documents relevant to the City of Moraine's invitation to Bid for Residential Refuse Collection for a two (2) year and four (4) months with three (1) year options, does hereby propose to furnish the services described in said documents for the City of Moraine, Ohio. The Contractor agrees to furnish all labor, equipment, facilities, and all utilities, transportation, and all other services necessary to perform and complete all said work and work incidental thereto in a satisfactory and acceptable manner in accordance with all the specifications and provisions of the Contract document, 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 affecting the cost of collection of refuse for the City of Moraine, Ohio and that they waive all right to plead any misunderstanding regarding the work required or conditions peculiar to the same. In addition, the undersigned has, by signing the space indicated below, studied the Bid Proposal and the terms and conditions of the proposed Contract and has fully and completely read and understands the material.

Firm Name_____

Title_____

Address_____

City, State, Zip_____

Phone_____

Date_____



Residential Refuse Collection Services

Day or Days and Area(s) of City Scheduled for Regular Collection

| Day | Collection | No Collection | Describe Area of City |
|------------------|-------------------|--------------------------|------------------------------|
| Monday | | | |
| Tuesday | | | |
| Wednesday | | | |
| Thursday | | | |
| Friday | | | |
| Saturday | | | |

Base Price

Sept. 2014-
December 2016 \$ _____ Unit Price Per Month

Optional 1

January 2017 \$ _____ Unit Price Per Month

Optional 2

January 2018 \$ _____ Unit Price Per Month

Optional 3

January 2019 \$ _____ Unit Price Per Month

Alternative 1

Sept. 2014-
December 2016 \$ _____ Unit Price Per Month

Optional 1

January 2017 \$ _____ Unit Price Per Month

Optional 2

January 2018 \$ _____ Unit Price Per Month

Optional 3

January 2019 \$ _____ Unit Price Per Month



Experience Statement of Contractor

The Contractor is required to state in detail what work of a similar nature to that included in the proposed Contract he/she has done, to give reference and such other detailed information as will enable the City to judge their responsibility, experience and skill. Among other things, this statement shall include the following; evidence to the effect that the Contractor maintains a permanent place of business: has adequate facilities and equipment available for the work under the proposed Contract; evidence to the effect that the Contractor has appropriate experience and has in his employ a sufficient number of skilled and trained workers to carry out the services done under this Contract.

Please type the statement.



Bid Guaranty and Contract Bond

(ORC 153.571)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as Principal, and

_____, as Surety are hereby held and firmly bound unto the *City of Moraine* as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on to undertake the Project known ***RESIDENTIAL REFUSE COLLECTION***. The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$_____).

(If above line is left blank, the penal sum will be the full amount of the Principal's highest Bid. Alternatively, if completed, the amount stated must not be less than the full amount of the chosen one bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind heirs, our executors, administrators, successors, assigns, and ourselves.

Signed this _____ day of _____ 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid for _____.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the proposal hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest and/or best Contractor to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest and/or best Contractor and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the proposal hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective Contractors, whichever is less, then this obligation shall be null and void, otherwise to remain in

full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after award of the contract enters into a proper contract in accordance with the bid, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID _____ shall well and faithfully do and perform the things agreed by the *City of Moraine, Ohio* to be done and performed according to the terms of said contract; and shall pay all awful claims of subcontractors, material supplier, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of said contract or in or to the plans or specifications therefore shall in any way affect the obligations of said Surety on its bond.

Principal:

Surety:

By: _____

Tite: _____



**Affidavit In Compliance with Section 3517.13
of the Ohio Revised Code**

State of Ohio, County of _____SS:

Personally appeared before me the undersigned, as an individual or as a representative
of _____ for a contract for
(Name of Entity)

(Type of Product or Service)

to be let by the City of Moraine, who, being duly cautioned and sworn, make the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **Individually** made within the previous twenty-four months and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following **Individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the City of Moraine Council or their individual campaign committees:
 - a. myself;
 - b. any partner or owner of the partnership or other unincorporated business (if applicable);
 - c. any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
 - d. any trustee of the trust (if applicable);
 - e. any administrator or executor of the estate (if applicable);
 - f. any owner of more than 20% of the corporation or business trust (if applicable);
 - g. each spouse of any person identified in (a) through (f) of this section;
 - h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;

2. That none of the following have **collectively** made within the previous twenty-four months, and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the City of Moraine Council or their individual campaign committees:
- a. myself;
 - b. any partner or owner of the partnership or other unincorporated business (if applicable);
 - c. any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
 - d. any trustee of the trust (if applicable);
 - e. any administrator or executor of the estate (if applicable);
 - f. any owner of more than 20% of the corporation or business trust (if applicable);
 - g. each spouse of any person identified in (a) through (f) of this section;
 - h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
 - i. any political action committee affiliated with the corporation, business trust, partnership or other unincorporated business, association, estate or trust identified in (a) through (f) of this section;
 - j. Any combination of persons identified in (a) through (i) of this section;
3. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above-named entity to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant, sayeth naught.

Signature _____ Title _____

Sworn to before me and subscribed in my presence this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

The requirements of Ohio Revised Code Section 3517.13 are only applicable to contributions made **on or after April 4, 2007** (Section 631.05, Amended Substitute Ohio House Bill 119)



Ohio Department of Public Safety
Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

| | | | | |
|--------------|-------|------------|--------|----------------|
| LAST NAME | | FIRST NAME | | MIDDLE INITIAL |
| HOME ADDRESS | | | | |
| CITY | STATE | ZIP | COUNTY | |
| HOME PHONE | | WORK PHONE | | |

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

| | | | |
|----------------------------|-------|-----|--------|
| BUSINESS/ORGANIZATION NAME | | | |
| BUSINESS ADDRESS | | | |
| CITY | STATE | ZIP | COUNTY |
| PHONE NUMBER | | | |

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date



Affidavit

Regarding payment of Montgomery County Personal Property Taxes (Contractor to fill and execute either Part A or Part B)

STATE OF _____, COUNTY OF _____, SS:

A. That _____ being duly sworn, affirms that as of _____, 2014, _____ is not charged with any delinquent personal property taxes on the general tax list of personal property of Montgomery County, Ohio.

B. That _____, being duly sworn, affirms that _____ is currently charged with Montgomery County delinquent personal property taxes in the amount of \$ _____ with interest in the amount of \$ _____ and penalties in the amount of \$ _____, due said Montgomery County, Ohio.

Sworn to and subscribed before me this _____ day of _____, 2014.

Notary Public in and for _____ County, Ohio

My commission expires: _____

NOTE:

If this statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Director of Finance to the County Treasurer within 30 days of the date it is submitted.

NOTE:

A copy of this statement shall be incorporated into the Contract, and no payment shall be made with respect to said Contract unless such statement has been incorporated as a part thereof.



Affidavit - Drug and Alcohol Abuse Prevention and Testing Policy and Procedure

This Affidavit is required when needed regarding existence of a program and compliance with the Omnibus Transportation Employee Testing Act of 1991 (the Act). The Act requires that any Contractor who supplies operators of safety sensitive equipment (gross vehicle weight of 26,001 or more pounds) provide a **Drug and Alcohol Abuse Prevention and Testing Policy and Procedure**. The program shall provide the minimal standards as stated in the Act and cover such issues as pre-employment, reasonable suspicion, random, post-accident, return-to-work and follow up testing of safety sensitive employees.

The Contractor to fill out and Notarize this Affidavit and if successful in receiving the Contract may have to provide a copy of their Policy.

State of _____, County of _____, SS:

That _____, being duly sworn, affirms that

as of _____ 2014, _____

has developed and implemented a Drug and Alcohol Abuse Prevention and Testing Policy and Procedure in compliance with the Act.

Contractor

Sworn to and subscribed before me this _____ day of _____, 2014.

Notary Public in and for _____ County, Ohio

My commission expires: _____

NOTE: A copy of this statement shall be incorporated into the Contract, and no payment shall be made with respect to said Contract unless such statements have been incorporated as a part thereof.



Affidavit

(To be filled in and executed if the Contractor is a Corporation)

State of _____ County of _____ ss:

_____, being duly sworn, deposes and says that

he/she is Secretary of _____,

a corporation organized and existing under and by virtue of the laws of the

State of _____ and having its principal office at:

Street Address

City, State, Zip

County

Affiant further says that he is familiar with the records, State minute books and bylaws

of _____ (Name of Corporation),

Affiant further says that _____ (Name of Officer),

_____ (Title),

of the corporation is duly authorized to sign the Contract for the construction of the

RESIDENTIAL REFUSE COLLECTION SERVICES for said corporation by virtue

of _____

(State whether a provision of bylaws or a resolution of the Board of Directors. If by resolution, give date of adoption.)

Sworn to and subscribed before me this _____ day of _____, 2014.

Notary Public in and for _____ County, Ohio

My commission expires: _____



Non-Collusion Affidavit

This affidavit is to be completed and executed by the Contractor.

State of Ohio, County of _____

_____(Name of Individual)

being first duly sworn, deposes and says that _____(Firm Name)

with offices located at:

Street Address

City, State, Zip

County

is the _____(Corporate Officer).

Making the forgoing proposals or Bids that such Bids are genuine and not collusive or sham; such Contractor has not colluded, conspired, connived, or agreed, directly or indirectly, with any Contractor or person, to put in a sham Bid, or that such other person shall refrain from the 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 or affiant or any other Contractor, or to fix any overhead, profit or cost element of said Bid price, or of that of any other Contractor, or to secure any advantage against the City of Moraine, Ohio, or any person or persons interested in the proposed Contract; and that all statements contained in said proposal are true and further, that such Contractor has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged any information or data relative thereto to any association or to any member or agent thereof.

Affiant_____

Firm Name_____

Title_____

Address_____

City, State, Zip_____

Phone_____

Date_____



Form of Contract

THIS AGREEMENT, entered into this _____ day of _____, 2014, by and

between the *City of Moraine, Ohio* hereinafter called the "Owner", and _____ hereinafter called the "Contractor."

WITNESSETH: That the 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 and contract documents on file in the office of the Project Engineer and subject to all the terms and conditions of said specifications and contract documents, and to the approval of said Project Engineer, for **RESIDENTIAL REFUSE COLLECTION SERVICES** in strict accordance with the Specifications and Contract Documents for Residential Refuse Collection dated _____ 2014 and all other corrections and Addenda and pursuant to the following rates and terms contained in Contractor's _____

Term of Initial Agreement: September 2014 – December 2016

Extended Terms – Owner at its option may extend the term for three (3) consecutive one (1) year periods for the terms.

\$_____ per month, per Residential Unit (2 year 4 months years – September 2014 – December 2016);

\$_____ per month, per Residential Unit (January 2017)

\$_____ per month, per Residential Unit (January 2018)

\$_____ per month, per Residential Unit (January 2019)

TIME FOR COMPLETION: The work will be commenced on September 4, 2014 and shall be performed and completed as specified in these Contract Documents.

The City agrees to pay, and the Contractor agrees to accept as full compensation, satisfaction, and discharge for all work done and material furnished, and also for all costs and expenses incurred and losses or damages sustained by reason of the action of the elements or because of the nature of the work or because of any unforeseen obstruction or difficulty encountered in the projection of the work, and also for all expenses incurred by or in consequence of the suspension of the work as herein specified and also for well and faithful completion of the work, and the whole thereof, in accordance with the terms, conditions and provisions of this Contract and the instructions, orders and directions of the Engineer there under, and except as in this Contract otherwise specifically provided, a sum of money equal to the amount of the actual work and materials furnished, as determined by the Engineer, under each item listed in the Proposal multiplied by the unit price applicable to each such item as set forth in the Proposal attached hereto.

WITNESSETH, that in consideration of the sums of money herein specified to be paid by the

CONTRACTOR:

CITY:

BY _____

David D. Hicks

Title: _____

Title: City Manager

Contract approved as to form

City of Moraine Law Director



Certificate of Fiscal Officer

As Fiscal Officer for the *City of Moraine, Montgomery County, Ohio*, I hereby certify that funds have been lawfully appropriated for the purpose of meeting the obligations of this five year Contract with Waste Management of Ohio, Inc. duly authorized by Resolution No. _____ as approved by the *City of Moraine Council, Montgomery County, Ohio*, and that they are in the treasury or in the process of collection to the credit of the General Fund, free from any previous encumbrances.

\$_____per month, per Residential Unit (2 year 4 months years – September 2014 – December 2016);

\$_____per month, per Residential Unit (January 2017)

\$_____per month, per Residential Unit (January 2018)

\$_____per month, per Residential Unit (January 2019)

Signed this _____ day of _____, 2014.

_____, Fiscal Officer
_____, Finance Director

City of Moraine
County of Montgomery, State of Ohio.