

# **REQUEST FOR PROPOSAL**

## **Trash and Recycling Services**

# DRAFT

**City of Hudson  
Summit County, Ohio**

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## **PART I.**

### **General Information and Requirements**

#### **A. Purpose**

The general intent and purpose of this “Request for Proposal” (RFP) is to provide a refuse and recycling collection and disposal system by a Contractor, a preferred refuse hauler for residential services. After the proposals have been received, the Public Works Department will evaluate them. The City Public Works may invite one or more consultants for an interview before the final selection. The Public Works Department will recommend the successful Contractor to City Council who will make the final selection. This RFP along with the proposal submitted by the successful Contractor will be included as attachments to the contract for professional services.

#### **B. Issuing Department**

The City of Hudson Public Works Department prepared the RFP. Questions relating to its contents shall be addressed to Mrs. Sonya Mottram, Project Manager; telephone (330) 342-1750.

#### **C. Scope of Project**

The general scope of this project is described in **Appendix “A”** under **Project Description**.

#### **D. Scope of Services**

The expected work to be performed by the Contractor is described in **Appendix “B”** under **Scope of Services**.

#### **E. Rejection of Proposals**

The City of Hudson reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever, to serve the best interests of the City. Failure to provide all requested information in the format stated below may serve as cause for rejection of the proposal.

#### **F. Incurred Cost**

The City of Hudson will not be liable for any cost incurred by the Contractor for any work performed through, and including, the executing of a contract for refuse and recycling services, prior to the execution of a contract for services. Contractor is responsible for all promotional material. City will promote services via electronic media.

#### **G. Completeness of the Proposal**

1. The proposal shall address all items completely and thoroughly in accordance with the format provided in Part II and shall be signed by an officer of the firm authorized to bind the Contractor to its stated provisions.
2. The contents and commitments in the proposal shall remain firm for Two Hundred and Ten (210) calendar days from the submittal due date.

**H. Contractor Responsibilities**

The Contractor shall be capable of providing all services as described under the **Scope of Services** and to maintain those capabilities until the contract term is successfully finished. Exclusion of any service required under the **Scope of Services** may serve as cause for rejection of the proposal or the termination of the contract.

**I. Acceptance of Proposal Content**

The completeness and content of the proposal will be the basis for the initial evaluation. Further information, if required, including the possible interview of one or more of the Contractor may serve in the final decision of the recommended Contractor.

**J. Compensation / Payment**

Billing and collection shall be provided by the Contractor. The Contractor will supply the City with an updated customer list quarterly. This list will be provided in an electronic format.

The City of Hudson will remit payment for services to City-owned facilities within 45 days of receipt of monthly itemized invoices.

After the execution of the contract with the selected Contractor, the City of Hudson will conduct the compensation reimbursements in accordance with the following guidelines:

1. Invoices submitted by the Consultant shall be in a format approved by the City of Hudson and consistent with the present policies of the City. The City will not be subject to any type of late fees or penalties associated with any invoice submitted as part of this project. Failure to comply with this provision will serve as cause for termination of the contract.

**K. Contract**

A formal contract will be entered into with the recommended Contractor and the City of Hudson once City Council has approved the selection.

**L. Responses**

Three copies of the Proposal shall be submitted to the Public Works Department, City of Hudson, 1769 Georgetown Rd., Hudson, Ohio, 44236 by 4:00 P.M. on DATE TO BE DETERMINED.

## **PART II.**

### **Proposal Format**

- A. The proposal shall be simple to follow and understand and in an 8 ½ " by 11" format. The text shall be concise, with emphasis upon completeness and clarity. **Three copies** of the Proposal are required for the submittal.
- B. Contractors shall be evaluated based on the following submitted information:

- 1. **Background**

- Provide a brief and concise history of company. State the location of the office in which each component of work for this service will be accomplished or originate.

- 2. **Insurance**

- Provide proof that the Consultant currently has the following insurance: (a) Workmen's Compensation Insurance, (b) Professional Liability Insurance (Errors and Omissions) of not less than \$1,000,000 and (c) Comprehensive Public Liability Insurance of not less than \$2,000,000. The consultant shall maintain during the course of the project, until acceptance by the City, the insurance components noted above. (1 page maximum)

- 3. **Related Project Experience**

- Provide descriptions of at least five (5), but no more than ten (10), current references where your company has provided recycling and refuse services, which are similar to the services requested by the City of Hudson. It is preferred that the five (5) to ten (10) services listed are within 50 miles of the City of Hudson. With each project provide a contact name, address and phone number of the person who would have the most knowledge of your company's performance on that project.

- 4. **Schedule**

- The City will provide a schedule for the time of services

- C. The submission of additional pertinent information beyond the requirements of this RFP is acceptable but shall be limited to one (1) 8 1/2" by 11" page. This makes the maximum number of pages to be submitted including the cover letter to be no more than **eleven (11) pages**.
- D. The Proposal shall designate a prime contact for the Contractor, who shall have intimate knowledge of the services, through whom the Public Works Department for the City of Hudson may communicate through the course of the term of services.

### **PART III.**

#### **Definitions Format**

- A. Bulk Items – Household furnishings and appliances, including but not limited to stoves, refrigerators, water tanks, washing machines, dryers, furniture, carpeting, rugs, toys, lamps, small appliances, small auto parts, tire rims, other waste material other than construction debris, dead animals, incinerators, and other stable matter with weights or volumes greater than what is allowed by a container. Bulky waste must be set at curbside on regular trash pickup day.

The Contractor shall have Freon removed from appliances (i.e., refrigerators, dehumidifiers, and air conditioners) by a licensed technician, and supply proof to the City if requested. The cost of Freon removal shall be included in the individual bid price in Option 5 under bulk items.

- B. Bags - Plastic bags designed to store Refuse and sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 32 lbs.
- C. City- City of Hudson, Ohio, and the geographic area now or during the term of the Contract encompassed within the corporate limits of the City.
- D. Collection Sites - All Residential Units, Public Buildings and Governmental Buildings.
- E. Condominium Dwelling - A condominium, whether of single or multi- level construction, consisting of four or fewer contiguous or separate single-family dwelling units.
- F. Construction Debris - Waste building materials of contractors or builders resulting from construction, remodeling, repair or demolition operations.
- G. Containers – Refuse and recycle containers shall be supplied by the contractor and be suitable for use in a semi-automated collection system. The refuse container shall have a capacity of 96 gallons or 64 gallons, depending on the choice made by the residents of Hudson. The recycle container shall have a capacity of 64 gallons and have a distinctive color and recycling markings. All requests for smaller refuse containers will be handled by the contractor. A method of communicating this request shall also be made available by the contractor.
- H. Contractor - The person, corporation or partnership performing Refuse and Recycling collection and disposal under contract with the City. If awarded contract, will be known as preferred hauler.
- I. Curbside or Curbside Pick-up – Residents place their containers, bags, bundles, and bulky waste shall be placed as close to the paved or traveled portion of the roadway as practical without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags, bundles, and

bulky waste shall be placed as close as possible to an access point for the collection vehicle(s).

- J.** Dead Animals - Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.
- K.** Disposal Site - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive Refuse and Dead Animals for processing or final disposal by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.
- L.** Dwelling Unit - A single family unit.
- M.** Garbage - Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers, unless recyclable; and all perishable or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any mater included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- N.** General Refuse - Refuse, Bulky Waste, Construction Debris, Stable Matter, Dead Animals and Hazardous Waste unless the context otherwise requires.
- O.** Governmental Building/Facility - Any building, site, area or place owned, operated or under the control of the City, the United states of America or any agency thereof or the State of Ohio or any political subdivision thereof or any combination of the foregoing.
- P.** Hazardous Waste- Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal of State law.
- Q.** Newspapers- Newspapers, magazines, printed matter, paper and rubbish of a like or similar nature securely tied in Bundles not exceeding sixty (50) pounds in weight.
- R.** Private Street – Non-dedicated street. City services are not maintained.
- S.** Producer - A generator of Refuse and Dead Animals required to be collected in accordance with Section 3.01(d).
- T.** Public Building - Any municipally owned building or group of buildings generally open to the public. (to exclude school, religious, and non-municipal buildings)

- U. Recycle-To put or pass through a cycle again, as for further treatment. To extract useful materials from garbage, waster, or the like. To extract and reuse useful substances found in waste.
- V. Refuse - All Garbage, Rubbish and Allowable Bulky Waste at a Residential Unit, a Public Building or a Governmental Building.
- W. Recyclables – Aluminum cans, tin cans, bimetal cans, glass food and beverage containers, PET and HDPE plastic containers, newspapers, magazines, junk mail, corrugated cardboard, and any other material designated by the Director of Public Service.
- X. Residential Unit - A dwelling within the corporate limits of the city occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium Dwelling shall be treated as a Residential Unit unless otherwise provided herein.
- Y. Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, unless recyclable and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
- Z. Setback Service – Pickup of garbage, rubbish, recyclables, bulk items, and/or yard waste, at an exterior resident location not to exceed 150 feet from curbside.
- AA. Small Volume Producers – Residents who produce comparatively small amounts of garbage and/or rubbish which would not fill a 32-gallon container, and who purchase bags from the Contractor and put their garbage and/or rubbish out in said bags.
- BB. Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- CC. Telephone Service - A toll free telephone exchange service personally served by the Contractor between seven o'clock (7:00a.m.) and seven o'clock p.m. (7:00 p.m.) Monday through Friday, except for holidays.
- DD. Uniforms - The Uniforms worn by all employees of the Contractor while engaged in performing any service under the Contract Documents which shall display the name of the Contractor and shall have affixed thereto a badge or emblem identifying the name of the wearer.
- EE. Vehicles - Regular enclosed, hydraulically activated, garbage trucks (packers) including all ordinary and necessary appurtenant equipment.



- FF.** Yard Waste – Leaves, grass clippings, brush, branches, tree trimmings and pruning's, bushes, flowers, fruits, weeds, dead plants, garden waste, chips, and any vegetable matter commonly associated with residential property maintenance, package not exceeding four feet in length and not more than 50 lbs. in weight. Included as yard waste shall be Christmas trees after City's Merry Mulch program once the program has concluded each year. Excluded shall be dirt, sod, or construction debris.
- GG.** Yard Waste Management Facility – A facility designed and specifically operated to accept and dispose of yard waste in a manner consistent with the requirements of the Ohio and U.S. EPA, Summit/Akron Solid Waste Management Authority **or** another Solid Waste District to which the Yard Waste is delivered, and any other regulations.

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## **Appendix A**

### **Project Description**

The work under the contract shall consist of the items contained in the Request for Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

The information is provided for the Bidder's convenience only. The actual number of Residential Units

City of Hudson Statics	2010 Census
Population	22,262
Residential Units	7,620

### **Scope of Services**

#### **A. Service Provided**

1. Except as otherwise set forth herein, contractor shall provide collection service for the collection of Refuse and Recycling to each Collection Site one (1) day per week. Containers, Carts, Bags and Bundles and Allowable Bulky Waste to be collected from Residential Units shall be placed at curbside by 7:00 a.m. on the designated collection day according to the map.
2. Contractor shall provide at no cost for the special collection from Collection Sites of Bulky Waste, Construction Debris and Stable Matter on a "to be determined" basis by the Assistant Public Works Director. Also, Contractor may provide for the special collection of Dead Animals (except as set forth in Section 3.01 (d) (vii) and Hazardous Waste at its sole discretion and upon such terms as Contractor shall specify.
3. Contractor shall provide collection service for the collection of Refuse and Recycling to Public Buildings as outlined on the attachment.
4. Contractor shall provide collection service for the collection of Refuse and Recycling to Condominium Dwellings and Private Streets as requested by the organization or residents at the Preferred Refuse and Recycling Hauler rates. An allowance for this service shall be added to the total contract price for the residential service.

## **B. Request for Pricing of Services**

### **1. Residential Opt-In Program**

The City requests prices for the services listed on the Bid Proposal Form for Options 1–4.

- ☐ Options 1 through 4 – Prices for a total of all services listed in each option.
- ☐ Option 5 – Add-ons to the first four (4) for small volume producers, bulk item pickup and large wheeled containers.

### **2. City-Owned Facilities**

The City requests prices for the services listed on the Bid Proposal Form for Option 6.

## **C. SPECIFICATION**

### **S**

**Option 1** – Provide a price for year round garbage and recyclables pickup in a 95 gal refuse container and a 65 gallon wheeled recycling container for curbside service.

**Option 2** – Provide a price for year round garbage and recyclables pickup in a 65 gal refuse container and a 65 gallon wheeled recycling container for curbside service.

**Option 3** – To accommodate residents who are small volume producers of garbage, rubbish, and recyclables, provide a price for year round garbage and recyclables pickup for small volume users as identified in the definition as less than 32 gallons per week. Contractor shall provide bags as requested by resident. There will be a maximum mandatory purchase by small volume producers of ten (10) bags every six (6) months.

**Option 4** – To accommodate Hudson residents who are unable to place their garbage, rubbish or recyclables, bulk items, and/or yard waste, at curbside, provide a price for year round garbage and recyclables pickup in a 95 gal refuse container and a 65 gallon wheeled recycling container for “set-back service” pick-up at an exterior location not to exceed 150 ft. from curbside.

**Option 5** – Add-ons and modifiers:

- 1) **Small Volume Producers (Bag Service)** – A rate (price) for single bag service.
- 2) **Bulk Item Pickup** – A rate (price) for large items (by size and/or weight) at curbside.

**Option 6** – Provide individual prices by collection site noting City of Hudson requirements for container sizes and frequency of pick-up, see schedule A.

### **1. LIST OF RESIDENTS (CUSTOMERS)**

The City of Hudson will provide the Contractor with a list of all residents in an excel spreadsheet format.

2. NUMBER OF RESIDENTS (CUSTOMERS) PARTICIPATING

The City of Hudson has no experience in estimating the number of residents (customers) who will participate. The bidder is **SOLELY** responsible for estimating and bidding accordingly and shall hold the City of Hudson harmless.

3. SUBSCRIPTION/OPT-IN PROGRAM

The successful contractor for garbage, rubbish, recyclables, bulk items, and/or yard waste shall have non-exclusive franchise for the collection from residential premises. This bid is to create in the City of Hudson an opt-in program for city residents.

Residents will be subscribed to this service as the City's preferred waste collection service. Residents who do not wish to subscribe to this service will not be required to notify the Contractor. Residents who wish to participate in the preferred rate waste collection service must subscribe by establishing individual accounts.

4. NOTIFICATION OF OPT-IN PROGRAM

The City of Hudson will notify all licensed waste haulers in the City when the City will begin the opt- in program.

5. INITIATION OF OPT-IN PROGRAM

The Contractor may will notify residents, through the regular mail as to the program rates negotiated with the City. The City of Hudson and the Contractor may circulate additional material to residents informing them of the program, including flyers and brochures, social media and other electronic media. Said material may include additional information about City services and educational information about recycling and reduction of solid waste. The opt-in notices shall be approved by the Communications Manager or the Assistant City Manager of Operations prior to the Contractor sending them out.

6. PHASE IN OF SERVICE

Because the standard billing procedure for many in waste hauling is to bill on a quarterly basis, the Contractor shall offer a phase in service for any resident who is unable to obtain a pro-rated refund for another waste hauler.

7. EQUIPMENT

Each bidder shall submit with his bid proposal, specifications of all equipment to be used in the performance of the proposed contract. All equipment shall be in good working order and repair, good appearance, and in good sanitary condition at all times. Each vehicle shall be clearly marked on each side with the identity and phone number of the Contractor. Equipment to be used for hauling shall be of late model and in such condition that the schedule of collections as prepared for the office of the Public Works Department can be maintained. Breakdowns or faulty equipment will not be sufficient reason for deviating from this schedule. The Contractor shall use the equipment identified in his/her proposal or equipment equal in type, specifications, and age, the usual wear and tear expected, at all times during the performance of the contract and shall promptly acquire and use such additional equipment that performance of the contract

shall from time to time require. Equipment must be available for inspection during the life of the contract. The Public Works Department shall have the right to approve or reject any specific piece of equipment for use in Hudson at any time during the contract period.

#### 8. DISPOSAL FACILITY AND COSTS

Each bidder shall provide either evidence of ownership or a non-cancelable agreement and right to use a disposal area approved by the Ohio EPA, Summit/Akron Solid Waste Management Authority also known as ReWorks, and the governing body having jurisdiction over the disposal area for the full term of the contract and such evidence and agreement shall accompany each bid and be considered to be an integral part thereof.

The cost for disposal, including but not limited to tipping fees, shall be the sole responsibility of the Contractor and shall be included in the rates quoted/proposed in this bid submitted herein.

#### 9. CONTRACTOR EMPLOYEE REQUIREMENTS

All persons performing collection services within the City for Contractor shall at all times during the performance of such services wear Uniforms. Contractor, upon execution of the contract shall provide the City with the names and titles of all persons who will be performing collection services within the City and, during the term of the Contract, Contractor shall promptly notify the City of any additions, changes or deletions thereto or there from. The Contractor shall have an Employee Drug Testing Program in place. The Drug Testing program protocol must be provided with the bid submission.

Any official or employee of the Contractor using improper or vile language, being under the influence of drugs and/or alcohol while on duty, or demanding or accepting pay from citizens for services rendered, or falsifying any report he may be called upon to make, or refusing to collect and remove garbage, rubbish, recyclables and yard waste, as herein defined, without being paid for same, except as is provided and allowed in this contract, or who is, in the opinion of the City Manager and Assistant City Manager of Operations, incompetent to perform the work assigned to him by the Contractor, shall immediately be removed from said work and be disbarred from further employment in said work. In addition, the Contractor shall not employ and send any employee into the City of Hudson who has been convicted of a theft offense or who previously has been adjudicated a sexual predator or child-victim predator pursuant to Chapter 2950 of the Revised Code, previously has been determined to be a habitual sex offender, or habitual child-victim offender pursuant to that Chapter, has a history of committing sexually oriented offenses or child-victim oriented offenses, or has a history of committing violations of Section 2907.09 of the Revised Code or violations of an existing or former municipal ordinance or law of this or any other state of the United States that is substantially similar to that section.

A personnel list shall be provided by the Contractor to the City of Hudson.

**10. TRANSPORATION OF WASTE**

All garbage, rubbish, recyclables, bulk items, and/or yard waste shall be transported by the Contractor so that leaking, spilling, and/or blowing of said materials is prevented. Any leaking, spilling, and/or blowing of garbage, rubbish, recyclables, bulk items, and/or yard waste once said materials have been picked up by the Contractor shall be cleaned up and removed by the Contractor.

**11. ACCUMULATION OF WASTE**

The contractor shall collect, remove and dispose of all garbage, rubbish, recyclables, bulk items, and/or yard waste, as defined in these specifications from all places in the City of Hudson, Ohio, which may be designated by the Public Works Department or his agents whenever and wherever, the same may exist or accumulate within the corporate limits of the City.

**12. PREPARATION OF RUBBISH, GARBAGE, RECYCLABLES**

All rubbish, garbage and recyclables shall have drained from it, as far as practicable, all free liquid before being placed into the containers for collection and garbage as such shall be wrapped. The separation of combustible and non-combustible rubbish and garbage will not be required.

All garbage, rubbish, recyclables, bulk items, and/or yard waste shall be in containers that weigh no more than 50 pounds each.

Yard waste shall be 100% biodegradable containers (bags).

Residents shall set out their garbage, rubbish, recyclables, bulk items, and/or yard waste no later than 6:30 a.m. on their designated collection day.

**13. COLLECTION REFUSAL**

The Contractor may decline to collect any container, bag, bundles, or bulky waste which is not properly contained or prepared.

**14. HOURS OF OPERATION**

Hours of operation shall be between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, except for designated holiday weeks, in which case hours of operation may extend to Friday.

The City will designate specific days of the week for refuse and recycling pick-up in areas of the City:

- a. Monday and Tuesday – Residential areas East of Rt. 91 also known as Darrow Rd, N. Main St., Main St. and S. Main St.
- b. Wednesday and Thursday – Residential areas West of Rt. 91 also known as Darrow Rd, N. Main St., Main St. and S. Main St.

**15. HOLIDAYS**

The Contractor shall not be permitted to pick up on the following holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

During weeks when pick up is not permitted on a holiday, the Contractor will still pick up for all residents over a four (4) day period, with the holiday being skipped and the rest of the pick-up days following the holiday being delayed by one (1) day.

**16. PAYMENT**

Billing and collection shall be provided by the Contractor. The Contractor will supply the City with an updated customer list quarterly. This list will be provided in an electronic format.

The City of Hudson will remit payment for services to City-owned facilities within 45 days of receipt of monthly itemized invoices.

**17. REPRESENTATIVE TO RESIDENTS**

The Contractor, at his own expense, shall designate and provide a customer service representative, along with a local or toll-free phone number, that would be available each day between the hours of 8:00 a.m. and 5:00 p.m., and be prepared to receive any orders and/or complaints which may be necessary to expand the services and/or improve them as necessary. A responsible person shall be in charge and available during the above hours.

**18. REPRESENTATIVE TO CITY**

All dealings, contacts, etc. between the Contractor and the City after the contract is awarded shall be directed by the Contractor to the Public Works Department, or designee, with a copy to City Manager.

**19. COMPLAINT PROCEDURE**

The Contractor shall notify all residents and the City about its complaint procedures, rates, regulations, and day for scheduled pickup.

**20. COMPLAINTS**

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the event of alleged missed scheduled collections, the Contractor shall investigate, and if said allegations are true, arrange for the collection of the garbage, rubbish, recyclables, bulk item(s), or yard waste not collected within 24-hours after the complaint is received.

The Public Works Department shall have the right to determine the validity of complaints made by residential users of garbage, rubbish, recyclables and/or yard waste collection services as to failure of the Contractor to conform to the requirements of the agreement and specifications and his decision shall be final and binding upon the Contractor in the assessment of penalties as hereinafter provided.

**21. Failure to Collect**

If at any time General Refuse is not collected by Contractor on the day of collection as scheduled or as provided herein, Contractor shall notify the Public Works Department of the City as to the reason and anticipated length of delay. If at any time Contractor falls behind the collection schedule for a period of one (1) day, the City may, at its discretion, cause General Refuse to be collected by any means that is available. Full cost of such collection shall be at the expense of Contractor. This provision is in addition to, but not in limitation of any other right or remedy of the City under the Contract Documents or applicable law.

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**22. STATE INDUSTRIAL COMPENSATION**

The successful bidder shall at all times during the contract period subscribe to and comply with the Worker's Compensation laws of the State of Ohio and pay such premiums as may be required thereunder to save the City of Hudson harmless from any and all liability arising from or under said laws. The bidder shall provide to the City of Hudson proof of payments to the Worker's Compensation Fund at such times as may be requested. A copy of said proof of payment shall be included with the bid.

**23. SOCIAL SECURITY TAXES AND RELATED MATTERS**

The successful bidder shall be and remain an independent contractor and shall accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other.

**24. NON-TRANSFERABILITY OF CONTRACT**

The Contractor shall not assign the contract or subcontract as a whole or in part without the consent of the City of Hudson. Such consent does not release the Contractor from any of his obligations and liabilities under the contract. Violation of this specification shall result in instant forfeiture. Any violation of these specifications shall be sufficient cause for the immediate cancellation of the contract by the City of Hudson, who may thereupon employ the necessary labor to perform the work at the expense of the offending Contractor and his sureties.

**25. AWARD OF CONTRACT**

The City of Hudson will award a contract to a single bidder for Sanitation Services for City of Hudson Residents (Opt-IN Program of a combination of City selections of Options 1 through 4).

The City of Hudson reserves the right to award contracts to different bidders for City-Owned Facilities (Option 5).

The City of Hudson reserves the right to award contracts to different bidders for Residential Opt- Out Program and City-Owned Facilities, or award a contract to one bidder for BOTH the Residential Opt-Out Program and City-Owned Facilities, based upon the City's determination of what is in the best interest of the residents of Hudson and the City, and which manner of award has the lowest, most responsive, and responsible bidder.

**26. MODIFICATION OF RATES**

The Contractor may petition the City for rate changes at reasonable times on the basis of unusual and unforeseen revisions in its operational costs. While it is expected that increases will not be unreasonably withheld for demonstrable good cause, it is also

expected that the rates proposed by the bidders will remain stable throughout the contract period.

**a. Fuel Cost Adjustment** – No request for temporary fuel cost adjustment may be requested for the first six (6) months duration of the contract. Thereafter, should a statewide or national increase in the cost of fuel occur that is greater than 20% of the cost of fuel in place at the time of the award of contract, the Contractor may petition the City of Hudson to add a fuel cost adjustment to the contract price(s). The Contractor shall be required to provide a cost breakdown of each constituent portion of their contract price, including fuel. The Contractor must demonstrate that a fuel cost adjustment will be required of all the costumers within 25 miles of the City. If approved, the Contractor will be permitted to add a fuel cost adjustment to the contract price(s) seven (7) days after approval.

Future requests for fuel cost adjustment may be requested in six (6) months intervals, for the remaining duration of the contract, under the same conditions.

Should a statewide or national decrease in the cost of fuel occur that is greater than 20% of the cost of fuel in place at the time of the award of contract, the Contractor shall notify the City of Stow and either the fuel surcharge and/or contract price will be reduced accordingly. Said decrease shall become effective seven (7) days after notification. Failure of the Contractor to timely notify the City of Hudson of a decrease may be considered a default, and the Contractor will be responsible for reimbursing the City of Hudson and/or its residents for any overpayments.

**b. Landfill Cost Adjustment** – During the duration of the contract, changes may occur in state or local rates assessed to landfills that may affect the landfill dumping rates charged to the Contractor. The Contractor shall be required to provide a cost breakdown of each constituent portion of their contract price, including landfill dumping fees. In such cases, the Contractor, upon thirty (30) days written notice, may petition the City of Hudson to add (or subtract) a Landfill Cost Adjustment fuel surcharge to the contract price(s). The Contractor must submit documentary evidence to fully support the request to the City of Hudson prior to making any landfill cost adjustment to their price(s). If approved, the Contractor will be permitted to add a landfill cost adjustment to the contract price(s) seven (7) days after approval. No petitions for increase will be considered for landfill dumping rate increases assessed prior to the effective date of the contract(s).

bid shall be grounds for the City rejecting a petition by the Contractor to the City for rate changes based in whole or part on either an increase in tipping fees or fuel costs, and may result in the Contractor being denied any cost adjustments for the duration of the contract.

The cost allocation will be a factor in determining the lowest, most responsive, and responsible bidder.

## Appendix 'B'

### A. OPERATION OF COLLECTION PROGRAMS

#### 1. Garbage, Rubbish, Yard Waste Pickup

- a. One day per week on a regular year-round schedule from Monday through Thursday.
- b. Curbside or setback.
- c. Unlimited number of containers.
- d. Contractor to pickup bulk items set at curbside.
- e. Branches to be cut to length not greater than 36" and tied in bundles.
- f. Containers (Garbage and Rubbish) - metal or plastic cans, and plastic trash bags.
- g. Containers (Yard Waste) – biodegradable paper bags.
- h. Contractor – Required evidencing a contract with a licensed, approved, solid waste disposal facility. Contract with a licensed, approved, solid waste disposal facility for life of this contract.

#### 2. Recyclables Pickup

- a. Recycled materials shall be picked up one (1) day per week on a regular year-round schedule, same day as garbage pickup.
- b. Curbside or setback pickup shall be provided.
- c. System (commingled) to be determined by contractor.
- d. Containers to be used will be determined by the system selected.
- e. Any containers will be provided by the Contractor to all residents receiving pickup, in a 65 gal rolling container. Residents will have the option to use a minimum 18-gallon size to accommodate a week's accumulation of recyclable materials.
- f. The Contractor will be responsible for educating the residents at their expense to help assure maximum participation.
- g. The Contractor must specify recyclable materials to be collected, and shall list said materials in its proposal.
- h. The Contractor assumes all liability for the marketing of all recyclable materials collected.

- i. The Contractor is required to establish and maintain markets for recyclables collected and a guarantee of uninterrupted pickup service
- j. The recyclable material system and procedure shall be designed to encourage citizen participation and maximize the volume of recyclables removed from the waste stream.
- k. The Contractor shall be required to supply evidence of a contract with a licensed, approved, recycling facility. Said contract for life of this contract.
- l. Proof of recycling must be provided to the Public Works Department. As per the City Ordinance, Contract must provide quarterly recycling reports.
- m. The City prohibits landfilling of all recyclable material collected.

**B. Pickup at City-Owned Facilities**

Bidder shall furnish all 3 C.Y., 4 C.Y., 6 C.Y., 8 C.Y. and Commercial Roll-Off containers at collection sites as specified for each location. All containers shall be liquid tight and those with a capacity of 8 C.Y. or less shall have lids that are easily lifted by the user and a loading height of no more than 56". The City also owns five (5) 30-gallon trash containers located at specified locations in the City that will require scheduled dumping.

The City requires one (1) 3 C.Y. container, located at the City Hall site, dedicated to the collection of recyclable paper. All materials in the container MUST BE TAKEN TO A MATERIALS RECOVERY FACILITY, which is a facility for the collection, sorting, processing, and transfer or sale of recyclable materials for the purpose of reclaiming materials.

**ALL BID PRICES MUST INCLUDE ANY E.P.A. SURCHARGE.**

**C. COLLECTION METHODS**

1. It shall be the responsibility of the Contractor to make collections of all materials in a clean and orderly manner so that neither garbage, rubbish, recyclables, nor yard waste are spilled and left upon private property, sidewalk, or streets and further, that after emptying, all containers shall be replaced to the original locations in an orderly fashion so that they present no danger or risk to anyone.
2. The Contractor shall make collections of all materials to each residential unit one (1) time per week.
3. The primary method for pick-up of garbage, rubbish, recyclables, yard waste, and leaves shall be curbside.
4. Containers, bags, bundles, and bulky waste shall be placed at curbside by the resident by 6:30 a.m. on their designated collection day.

5. To accommodate Hudson residents who are unable for some reason to place their garbage, rubbish, recyclables, yard waste, and leaves at curbside, **an alternative price shall be provided in the proposal** for “setback service” pick-up of garbage, rubbish, recyclables, yard waste, and leaves, at a location not to exceed 150 feet from curbside.
6. To accommodate residents who are small volume producers of garbage and, rubbish, **an alternative price shall be provided in the proposal for single bag service.** The Contractor shall provide appropriate bags (minimum size 30-gallon) for pick-up and removal. There will be a mandatory purchase by small volume producers of ten (10) bags every six (6) months.

**D. COLLECTION ROUTES**

Collection routes shall be established by the City, within the current Waste Hauling Districts established by the City of Hudson. The Contractor shall submit a map designating the collection routes within the City to the Public Works Department within the first three (3) months of the contract. Once scheduled routes are established, the Contractor shall, within reason, maintain the routes on a systematic basis including the same timeframe each day. The Contractor may from time to time request approval from the City for changes in routes or days of collection. Such approval shall not be unreasonably withheld. Upon receipt from the City for changes in routes or days of pickup, the Contractor shall promptly notify affected residents in writing prior to implementing said changes.

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