

REQUEST FOR BIDS (RFB)



LEGAL NOTICE, SPECIFICATIONS, BID DOCUMENTS, AND CONTRACT DOCUMENTS
FOR RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE
COLLECTION AND DELIVERY FOR PROCESSING OR DISPOSAL FOR THE
UNINCORPORATED AREAS OF PERRY TOWNSHIP, STARK COUNTY, OHIO

**Sealed bids clearly marked "Solid Waste Bid" on the outside of the envelope should be addressed
and submitted to:**

**Gerrie Cotter, Township Administrator
3111 Hilton Street NW
Massillon, OH 44646**

**Bids will be received, beginning July 22, 2026
until 4:00 pm. local time on August 11, 2026.**

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LEGAL NOTICE TO BIDDERS

REQUEST FOR BIDS FOR RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE COLLECTION AND DELIVERY FOR PROCESSING OR DISPOSAL FOR THE COLLECTIVE UNINCORPORATED AREAS OF PERRY TOWNSHIP IN STARK COUNTY, OHIO

The Board of Trustees for Perry Township, Stark County, Ohio (hereinafter "Board"), hereby requests bids for residential solid waste, recyclable materials, and yard waste collection and delivery for processing or disposal for the unincorporated areas of Perry Township ("Township").

Bids will be received by the Board in care of Gerrie Cotter, Perry Township Administrator, at the Perry Township Offices located at 3111 Hilton Street NW, Massillon, OH 44646 during standard business hours (8:30 a.m. to 4:00 p.m. Monday through Friday) beginning July 22, 2026, until 4:00 p.m. local time on August, 11 2026. Bids received after this date and time shall not be considered and will be returned unopened.

At 6:00 p.m. on August 11, 2026, at the Perry Township Offices, bids will be publicly opened and read aloud. The time, date, and place of bid openings may be extended to a later date by the Board. Written or oral notice of the change shall be given to all persons who have received or requested a Request for Bids Package ("RFB") not later than ninety-six (96) hours prior to the original time and date fixed for the opening. All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

This contract generally requires the provision of all equipment, vehicles, labor, and materials necessary to provide unlimited residential solid waste, recyclable materials, and yard waste collection and delivery for processing or disposal services within the unincorporated areas of the Township. The selected contractor shall also provide the same services to the Township for all Township-owned buildings, lands, and facilities without charge to the Township.

The RFB also requests proposals for optional chlorofluorocarbon removal, bulk items, and recycling containers.

All services shall be provided and performed in accordance with the provisions of the RFB.

An RFB containing the terms and conditions of this contract, together with detailed technical Specifications and bid documents, can be obtained during standard business hours (8:30 a.m. to 4:00 p.m. Monday through Friday) beginning July 22, 2026, at the Perry Township Offices, online at the Perry Township Administrator at gcotter@perrytwp.com.

The term of this contract will be one (1) years, extending from October 1, 2026, through September

30, 2027, with the potential for a mutually agreed extension for a period of one (1) to five (5) additional years.

Bids must be submitted on the forms contained in the RFB; shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein; shall have all blank spaces completed; and shall be enclosed in a sealed opaque envelope addressed and submitted to Gerrie Cotter, Perry Township Administrator, Perry Township Office, 3111 Hilton Street NW, Massillon, OH 44646. The envelope shall be clearly marked: "Solid Waste Bid."

Each bidder is required to furnish, at the time of its bid, security in accordance with O.R.C. §§307.88 and 153.54, *et seq.* Security shall be a bond in the amount of fifteen thousand dollars (\$15,000.00), conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity with the invitation (RFB) and the bid. Security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. All security shall be in favor of the Perry Township Board of Trustees, Stark County, Ohio.

The successful bidder shall be required to faithfully perform all things to be done under the contract. Accordingly, a performance bond in the full amount (100%) of the contract shall, as a condition of entering the contract, be required from the successful bidder. Said bond shall be in the names of the Perry Township Board of Trustees, Stark County, Ohio; be furnished within ten (10) days from the date of the award; and be in accordance with Ohio Revised Code Section 153.54, *et seq.* The performance bond shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

A pre-bid conference will take place at the Perry Township Office, 3111 Hilton Street NW, Massillon, OH 44646 at 1:00 p.m. on July 30, 2026.

Each bid shall be accompanied by a complete statement of qualifications.

The Board reserves the right to select the bidder deemed to have submitted the lowest and best bid, as determined solely by the Board and/or its representative(s); to reject any and/or all bids, or any portion of any and/or all bids; to waive informalities or irregularities that do not affect the substance of the Specifications and contents of the RFB; and to award a contract in the manner deemed to be in the best interest of the Township.

By Resolution of:

Perry Township Board of Trustees

IMPORTANT NOTE

By submitting a bid, Bidders will be presumed to be familiar with all instructions, requirements, and Specifications set forth in this RFB. Bidders are advised to read, understand, and become familiar with the instructions, requirements, and Specifications set forth in this RFB.

Section 1 – Definitions

The following definitions apply to this RFB and related documents:

- 1) "Administrator" means the Township Administrator of Perry Township in Stark County, Ohio.
- 2) "Bidder" means any person, company, partnership, or firm submitting a bid pursuant to this RFB. The bidder includes the Contractor.
- 3) "Board" means the duly elected or appointed Perry Township Board of Trustees in Stark County, Ohio.
- 4) "Bulk material" includes furniture, appliances, including "white goods" (provided that white goods containing Chlorofluorocarbons [CFC's] display satisfactory evidence of CFC removal by a certified technician), Board, fencing, paneling, carpeting, etc. Picnic tables, chairs, and benches shall be included, without limitation, as furniture.
- 5) "Committee for Review" means the committee authorized to evaluate bid proposals and submit recommendations by the Perry Township Board of Trustees.
- 6) "Contract" means any contract resulting from this RFB.
- 7) "Contracted Parties" collectively means the Contractor, any subcontractor, and any sub-subcontractor and includes, but is not limited to, any of the Contractors, any subcontractors, or any sub-subcontractor's Board, board members, officers, officials, employees, volunteers, agents, servants, and representatives.
- 8) "Contractor" means the successful bidder and holder of a lawful contract to provide for residential solid waste, recyclable materials, and yard waste collection and delivery for processing or disposal services within the unincorporated areas of the Township. As used in this RFB, "Contractor" also means the employees or representatives of the holder of a lawful contract.
- 9) "County" means Stark County, Ohio.
- 10) "Equipment" means all vehicles, machines, containers, and supplies necessary for the collection and delivery for processing or disposal of residential solid waste, recyclable materials, and yard waste collection as specified in this RFB.
- 11) "Exception" means a Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in this RFB.
- 12) "Garbage" includes all putrescible wastes, except sewage and body waste, and includes vegetable and animal offal, but excludes recognizable industrial by-products.

- 13) "Householder" means the head of a family or one maintaining his or her separate living room or quarters in the Township, and includes only the owners, tenants, and occupants of all single family and two-family dwelling structures from which garbage, refuse, recyclables, or yard waste are generated and set out for curbside pick-up.
- 14) "Indemnified Parties" collectively means the Township, the Board, board members, officers, officials, employees, volunteers, agents, servants, and representatives.
- 15) "Party" means the Board or Contractor individually.
- 16) "Parties" means the Board and Contractor collectively.
- 17) "Recyclables" shall at the minimum be defined as newspaper, corrugated materials, pressboard packaging, magazines, aseptic containers, tabletop cartons (milk, juice, half & half, etc.), beverage glass (clear, green, brown), aluminum and bi-metal beverage cans, aluminum foil, pie pans, steel food cans, and #1 and #2 plastics.
- 18) "Recycling Bin" means a storage unit in which recyclable material is placed by the occupants of residential premises. Such bin shall meet the requirements of the Board.
- 19) "Refuse" or "Rubbish" includes non-putrescible non-liquid wastes, such as ashes, bulk materials, cinders, tin cans, broken or non-recyclable glass, bottles, rags, wastepaper, wood and paper boxes, yard waste, large household objects such as furniture and appliances, bricks, concrete, dirt, rocks, blocks, sand, cement, gravel, and remodeling materials. Refuse is limited only by what is generated by the household and shall not include commercial refuse.
- 20) "Resident" means an individual residing in the unincorporated areas of Perry Township, Stark County, Ohio.
- 21) "Residential" means single family and two-family dwelling structures.
- 22) "RFB" means this request for bids package.
- 23) "Services" means collectively the collection and delivery for processing or disposal of solid waste, recyclable materials, and yard waste.
- 24) "Solid Waste Bid" means this request for bid's package.
- 25) "Subscriber" means any Householder within the Township who is included in the contract to be awarded through this RFB.
- 26) "Township" means Perry Township, in Stark County, Ohio, and that township's duly elected or appointed representatives.

- 27) "White Goods" means large items such as appliances, metal furniture, or any metallic item too large to fit into an acceptable container as defined in Section 11 of this Bid Package.
- 28) "Yard waste" means inedible grass and grass clippings packaged in biodegradable paper compost bags, leaves packaged in biodegradable paper compost bags, brush, trees, tree and shrub trimmings and small shrubs, if cut and tied, tree and shrub stumps, and whole Christmas trees during the months of December and January. If Christmas trees contain tinsel, or if yard waste or recyclables are not properly separated, such materials can be treated as refuse or rubbish by the Contractor.
- 29) "Joint Venture Bidder" means a joint venture, partnership, or formal cooperative consortium of two or more distinct trash hauling entities that submit a single joint bid to fulfill the requirements of this RFB.

Section 2 - Introduction

2.1 Location of the Township

Perry Township is located between Massillon and Canton in Stark County, Ohio.

2.2 Size of the Township – total land area 24.33 square miles. 24.1 square miles of land, and 0.23 square miles of water.

2.3 Perry Township

Perry Township encompasses approximately 24.3 square miles. The estimated total population of the Township is over 28,000, with just under 12,000 households ([2025 Comprehensive Plan](#)). Perry Township is an urban township located between two cities.

2.4 Purpose

It is the purpose and intent of this RFB and all materials contained therein that bids be submitted for the collection and delivery for processing or disposal of solid wastes, recyclable materials, and yard wastes for residential users within the unincorporated area of Perry Township, Stark County, Ohio.

Contractor shall provide service to all single family, two-family, triplex, quadplex dwelling structures within the unincorporated area of the Township that dispose of their waste through curbside pick-up on a regular weekly basis as outlined in the detailed Specifications and general requirements for regular collection, large item pickup, curbside recycling, and yard waste. Contractor shall bill directly to the Householder for said services. Contractor shall also provide service to all

Township-owned buildings, parks, and other public places are free of charge. These Township Facilities are listed in Section 6.40.C.

The awarded contract shall be for services to Residents of the herein specified households within the unincorporated areas of the Township, and will not cover collection of garbage, rubbish, trash, or refuse from any other type of household, or commercial or industrial establishments. The successful bidder may contract privately with such other households, or commercial or industrial establishments, but such services shall not be a part of this contract.

Contractor shall maintain a pickup schedule that is feasible and desirable by the Township and must specify in its bid the days and times for regular collection and pickup in the Township, including holiday schedules. The Township is amenable to accept bids for different days, multi-day, or other options that will allow for a reduced cost to the residents. Perry Township prefers Friday collection, with some exceptions to accommodate holidays. Preference may be given to bidders who can accommodate the preferred collection day.

Section 3 - Calendar of Events

3.1 Calendar of Events

DATE

July 22, 2026 – Bids may be delivered to the Township

July 30, 2026, at 1:00 p.m. – Bidder's Conference

August 11, 2026, at 4:00 p.m. – Bids must be submitted by this day and time

August 11, 2026, 6:00 p.m. – Bids will be opened in regular meeting of the Township

3.2. Location

The Pre-Bid Conference will take place at the Perry Township Office, 3111 Hilton Street NW, Massillon, OH 44646 at 1:00 p.m. on July 30, 2026. In addition, bids are due and will be publicly opened at this same address.

Section 4- Preliminary Instructions Related to RFB

4.1 Obtaining RFB

It is the Bidder's responsibility to obtain a full RFB from the Board. The RFB containing the terms and conditions of this Contract, together with detailed technical Specifications and bid documents, can be obtained during regular business hours (8:30 a.m. to 4:00 p.m. Monday through Friday) beginning July 22, 2026, at the Perry Township Office located at 3111 Hilton Street NW, Massillon, OH 44646, online at the Board's internet website (www.perrytwp.com) or by calling Gerrie Cotter, Perry Township Administrator, at (330) 833-2141.

4.2 Form of Bid Submission

- Two (2) complete signed originals and a digital copy of the bid must be submitted. The bid shall be submitted in hard copy and digital copy (thumb drive).
- The bid shall be submitted on the forms contained in this RFB. The forms shall be fully completed in accordance with this RFB.
- The bid shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein, as well as the address, telephone number, email address, and other contact information for the person, party, or parties submitting the bid. Bids submitted by a Joint Venture Bidder must be signed by an authorized representative of each participating entity, or accompany a formal, executed Joint Venture Agreement designating a lead administrative member authorized to bind all parties. All members of the Joint Venture Bidder shall be held jointly and severally liable for the performance of the Contract.
- The bid and all submitted documents shall be submitted with all blank spaces completed.
- Bids shall not contain any erasures or corrections. Bids containing erasures or corrections may be rejected unless the erasures or corrections are explained or noted over the signature of the Bidder.
- The bid shall be signed in ink by a person authorized to sign the bid on behalf of the person or principal submitting the bid. The signer shall be authorized to bind the Bidder.
- The bid shall be enclosed in a sealed opaque envelope addressed and submitted to: Gerrie Cotter, Perry Township Administrator, Perry Township Office, 3111 Hilton Street NW, Massillon, OH 44646. The outside of the envelope shall be clearly marked: "Solid Waste Bid."

4.3 Bid Submission

Bids will be received during standard business hours (8:30 a.m. to 4:00 p.m. Monday through Friday) beginning July 22, 2026, until 4:00 p.m. local time on August 11, 2026. Bids will be received at and shall be either mailed or delivered to Gerrie Cotter, Perry Township Administrator, Perry Township Office, 3111 Hilton Street NW, Massillon, OH 44646. Mailed bids must be physically received by the Township at or before 4:00 p.m. local time on August 11, 2026. Date mailed and postmarks will not be considered as the date received. Bidders are responsible for the timely submission of bids. Bids sent by text message, telegram, telephone, email, and/or facsimile will not be accepted.

4.4 Bid Opening

Bids will be publicly opened and read aloud at 6:00 p.m. on August 11, 2026 in the Board of Trustees Regular Meeting, at the Perry Township Office located at 3111 Hilton Street NW, Massillon, OH 44646. The time, date, and place of bid openings may be extended to a later date by the Board. Written or oral notice of the change shall be given to all persons who have received or requested an RFB package not later than ninety-six (96) hours prior to the original time and date fixed for the opening. All bids shall be considered valid until sixty (60) days after the bid-opening date, although not accepted or rejected.

NOTE: IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW ALL ELEMENTS IN THEIR FINAL BIDS. ONCE OPENED, BIDS CANNOT BE ALTERED; HOWEVER, THE BOARD RESERVES THE RIGHT TO REQUEST INFORMATION OR RESPOND TO INQUIRIES FOR CLARIFICATION PURPOSES ONLY.

Section 5 – Communications

5.1 Communication Restrictions

Except as otherwise provided in this RFB, from the time of release of this RFB until the time a Contractor is selected and a contract is awarded and executed, Bidders shall not communicate with any Board member or other Township official, officer, employee, staff, representative, or agent concerning the RFB. Bidders that attempt any such communications will be disqualified.

For purposes of clarification, the Board reserves the right to contact any person, firm, company, or entity who has submitted a bid after all bids have been publicly opened and read aloud. Communication under these circumstances will be based upon mutual agreement of the Board.

5.2 Pre-Bid Meeting

A pre-bid conference will take place at the Perry Township Office, 3111 Hilton Street NW, Massillon, OH 44646 at 1:00 p.m. on July 30, 2026. Potential bidders may ask verbal questions at the pre-bid conference.

5.2.A Verbal Questions

The Board will **NOT** respond at any time to questions posed verbally, except for those questions posed verbally at the pre-bid conference.

5.3 Written Questions

The Board will accept written questions regarding the RFB via regular U.S. mail, express carrier, or email until 10:00 a.m. on July 29, 2026. Questions will be accepted at the following addresses:

Mail/Express Carrier:

Perry Township Solid Waste RFB

July 21, 2026

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Gerrie Cotter, Perry Township Administrator, Perry Township Office, 3111 Hilton Street NW, Massillon, OH 44646. Email: gcotter@perrytwp.com
Questions received after the above date and time will not receive a response.

All questions and responses to such questions that are received by 10:00 a.m. on July 29, 2026, will be made available to all who request questions and responses in writing about this RFB by 5:00 p.m. on July 30, 2026.

5.4 Modification /Amendment/ Supplement to RFB

The Board may modify, amend, or supplement this RFB at any time during the bidding process.

Modification(s), amendment(s), and/or supplement(s) to this RFB will only be by a written addendum issued by the Board.

The Board will furnish modification(s), amendment(s), and/or supplement(s) to all prospective bidders who have requested and received a copy of this RFB. Should the Board issue a modification, amendment, and/or supplement, the submission deadline, at the discretion of the Board, may be extended, if appropriate, to accommodate changes in bid content.

5.5 Ownership of Submitted Materials

All documents and materials submitted to and accepted by the Board in response to this RFB shall become the property of the Board and will be retained and maintained by the Board in accordance with the Ohio Records Retention Act and the Ohio Public Records Act. All submitted documents and materials, including the contents of the bid, may be subject to release/disclosure pursuant to the Ohio Public Records Act (Ohio Revised Code 149.43).

5.6 Costs of Submission

Bidders are responsible for any and all costs associated with submitting a bid. The Board is not liable for any costs incurred by Bidders in replying to this RFB.

Section 6 - Specifications

6.1 Introduction

The Board seeks to enter into a Contract for the collection and delivery for processing or disposal of solid wastes, recyclable materials, and yard wastes for residential users within the collective unincorporated areas of Perry Township located in Stark County, Ohio.

6.2 Intent

It is the intent of these Specifications and all materials contained in this RFB to describe and govern the conditions under which work on the Contract described herein shall be conducted, and the Contract performed.

6.3 Incorporation of Legal Notice

The Legal Notice to Bidders attached hereto, as advertised by the Board in a newspaper of general circulation within the Township, together with all items within this RFB, shall be a part of the Specifications for the work to be performed under this Contract and are incorporated herein by reference and/or attachment.

6.4 Scope of Project

Subject to those exceptions permitted in Section 6.34, the Contractor shall furnish all equipment, vehicles, labor, and materials necessary to provide unlimited curbside refuse and garbage collection, including yard waste and bulk materials, together with those recycling services provided in Section 6.43 of these Specifications, to all single family and two-family dwelling structures that utilize curbside pick-up within the unincorporated areas of the Township on a regular weekly basis.

The awarded contract shall be for services to Residents of the herein specified households within the unincorporated area of the Township, and will not cover collection of garbage, rubbish, trash, or refuse from any other type of household, or commercial or industrial establishments. The successful bidder may contract privately with such other households, or commercial or industrial establishments, but such services shall not be a part of this contract.

Contractor shall bill directly to the consumer for said services. Contractor shall also provide service to all Township-owned buildings, lands, parks, facilities, and other public places free of charge to the Township. A list of the Township Facilities is listed in Section 6.40.C.

6.5 Term of Contract

The term of the Contract shall be for one (1) years, extending from September 1, 2026, through August 31, 2027.

6.5.A Extension

There shall be potential for an extension of the Contract for a period of one (1) to five (5) additional years, upon mutual agreement of the Parties.

6.5.B Cancellation

The Board shall have the right to collectively cancel the Contract without any further liability or obligation, at any time, with or without cause, provided that the Board gives the Contractor prior written notice of its intent to cancel at least thirty (30) days before cancellation.

6.6 Committee for Review

Following the submission of bids, the Committee for Review will submit their mutually agreed-upon final recommendation to the Board for review and evaluation.

6.7 Experience Requirements

Those persons, firms, or corporations actively engaged, prior to time of bid, in the collection and delivery for processing or disposal of residential solid waste, recyclable materials, and yard waste in Northeast Ohio for a period of five (5) years prior to the time of bid will be preferred.

Bidder shall not have failed to fully fulfill any contract with any other government or private entity or agency or falsified any documentation or bid security to any government or private entity or agency. Discovery of either of the above shall be sole and sufficient cause to reject a bid or, if the Contract has been executed, the Board may terminate the Contract. Under such circumstances, the Board reserves any and all rights and remedies as it may have to recover damages at law or in equity.

The Bidder shall have a high degree of ethics and integrity. The Board collectively reserves the right to investigate any bidder to ensure its ethics and integrity.

6.8 Local Conditions

Prospective Bidders shall become familiar with the instructions and requirements set forth in the RFB, and with the project's vicinity, speed limits, posted bridges, and traffic directions, all of which are to be obeyed. Bidders are cautioned to examine carefully all conditions affecting the collection, transportation, and disposal of garbage and refuse in the unincorporated areas of the Township, and to make all necessary investigations to acquaint themselves with the quantity and character of refuse to be handled under this Contract. The Board does not attempt to advise Bidders as to any of these conditions.

6.9 Interpretations of RFB

If any person, firm, or corporation contemplating the submission of a proposal for this Contract is in doubt as to the true meaning of any part of this RFB, he or she may submit to the Board a written request for an interpretation thereof. The person, firm, or corporation submitting the request shall be responsible for its prompt delivery. Interpretations will be made only by a Memorandum duly issued by the Board and a copy

of such Memorandum will be mailed or delivered to each person securing this RFB, provided that a sufficient period of time is available for the issuance and the delivery of such Memorandum prior to the receipt of bids. The Board will not be responsible for any other explanations of this RFB made prior to the receipt of bids.

6.10 Description of Services

The Contractor shall provide unlimited curbside refuse and garbage collection, including yard waste and bulk materials, together with those recycling services specified in Section 6.43 of this RFB, to all single family and two-family dwelling structures that utilize curbside pick-up within the unincorporated areas of the Township. The Contract must specify in its bid the proposed days and times for regular collection and pickup in the Township, including holiday schedules, subject to mutual approval by the Board. This Contract is being entered into pursuant to Section 505.27 of the Ohio Revised Code, and the Contract will provide that the Contractor is the exclusive provider for the Township of the solid waste collection services described in this RFB.

6.11 Bid Proposal Form

Bidders shall use the Bid Proposal Form provided by the Board, with all blank spaces completed, which is attached hereto and incorporated herein.

6.11.A Signatures

Each bid shall contain the full name of the person, firm, or corporation submitting the bid, and shall be signed by that person, or by an authorized representative of the firm or corporation.

6.11.B Address

Each bid proposal shall be enclosed in a sealed opaque envelope addressed and submitted to: Gerrie Cotter, Perry Township Administrator, Perry Township Office, 3111 Hilton Street NW, Massillon, OH 44646.

6.11.C Label

Each bid proposal shall be clearly marked on the outside of the envelope: "Solid Waste Bid."

6.12 Bid Price

Each Bidder must submit bid prices for the provision of services as described in Section 6.40 (including subsections of A-M) of this RFB. Each bid price shall be calculated on a Total Unit Cost (per Subscriber, per month), which reflects the cost of disposal at any legal site (see Sections 6.29 and 6.48). Bids specifying a particular disposal of site as a limitation will not be accepted. Each bid shall include the cost of all labor

and materials (including equipment and supplies) necessary to complete the work set forth in this RFB. The Bidder may not include or charge setup fees to establish new accounts for Subscribers or any other additional fees.

6.12.A Recycling Program

Each Bidder shall include within each bid price the cost of the services reflected in the Recycling Program set forth in Section 6.43 of these Specifications.

6.12.B Billing and Collecting Services

Each Bidder shall include within each bid price the cost of billing and collecting services and the cost of uncollected accounts per Section 6.26 of these Specifications.

6.12.C Garage-Side Service

Each Bidder shall include within each alternate bid price the cost of garage-side service for physically impaired Householders per Section 6.40.D of these Specifications.

6.12.D Optional Items

Each Bidder shall submit a price for optional items, including, but not limited to, removal of chlorofluorocarbons ("CFC's") from appliances placed for collection without prior removal of the CFC's which they contain, removal of bulk items for, and provision of wheeled trash and recycling containers. Such prices for optional items shall not control the award of the bid but may be considered by the Board in the award.

6.12.E Yard Waste

Each bidder shall submit a bid that accounts for yard waste collection under each of the following scenarios:

1. The cost of collecting yard waste together with solid waste as a combined disposable load to be collected on a weekly basis.
2. The cost of collecting yard waste together with solid waste as a combined disposable load to be collected on a weekly basis, but with 5 designated yard waste curbside pick-up days spread evenly between April and October where yard waste will be collected separately and disposed of at an approved collection facility that will compost the yard waste. Contractor and Township shall annually agree to the dates of the yard waste pick-ups each calendar year. Contractor shall provide

notice of the yard waste pick-up dates in the yearly notice to residents, as well as include notice in the billing statements.

3. The cost of collecting yard waste separately from solid waste from April 1 to November 30, plus pick-up of Christmas trees in December and January, to be disposed of at an approved collection facility that will compost the yard waste.

6.13 Statement of Qualifications

Each bid proposal shall be accompanied by a complete Statement of Qualifications set forth on the form which is attached hereto and incorporated herein. The Bidder shall show on the Statement of Qualifications information, including not less than the following:

- (a) The character of previous work performed, along with references, and other detailed information which will enable the Board to determine responsibility, experience, and skill. For each previous contract for collection of garbage, refuse, and recyclables, the Bidder must furnish the following information: service area; local contact (with telephone number); description of service; annual contract amount; and kind and number of units serviced (e.g. Residential, Commercial, etc.);
- (b) The number of packer-type vehicles and recycling vehicles available and assigned to collection within the Township under the bid, including model type and year;
- (c) The total number of vehicles located within Stark County and adjoining counties which are owned by the Bidder, and which would be available in the event of an emergency to assist in collection; and
- (d) The submittal to the Board of the latest financial statement of the Bidder either within the Statement of Qualifications or by direct presentation to the Board. If the latter option is chosen, the financial statement shall be presented to the Board or its representatives (either individually or collectively as a group) for review in face-to-face meeting(s), with the proviso that it shall be returned to the Bidder upon completion of the review meeting(s) and not left with the Township. The Board does not represent or warrant that any such document will not be a public record subject to disclosure, and each Bidder shall consult with its legal counsel to assure itself as to any concerns in such regard. Each Bidder shall indicate its chosen manner of submittal on the Bid Proposal Form.

6.14 Investigation

The Board may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Board all such information and data for this purpose as the Board may request. The Board collectively reserve the right to reject any bid if the

evidence submitted by, or investigation of, such Bidder fails to satisfy the Board that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

6.15 Bid Security/Bond

Each bid proposal shall be accompanied by security furnished by the Bidder in accordance with Sections 307.88 and 153.54 *et seq.* of the Ohio Revised Code. Security shall be in the form of a bond. Security shall be in the amount of fifteen thousand dollars (\$15,000.00), conditioned that the Bidder, if the Bidder's bid is accepted, shall execute a contract in conformity with the invitation (RFB) and the bid. Security shall be substantially in the form provided in Section 153.571 of the Ohio Revised Code (See form provided or a standard bond form in accordance with O.R.C. Section 153.571 is acceptable). Bond security shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. All security shall be made in favor of and made payable to - Perry Township Board of Trustees, Stark County, Ohio.

6.16 Performance Bond

As a condition of entering the Contract, the successful Bidder shall be required to furnish a performance bond in favor of the Board in accordance with Section 153.54 *et seq.* of the Ohio Revised Code. The performance bond shall be in the form of a bond in the full amount of one hundred percent (100%) of the total price bid. The total price of the bid for performance bond purposes will be based on the estimated quarterly price for refuse, garbage, and yard waste collection with recycling. This estimate should be the quarterly bid price per household multiplied by the number of estimated households in the Township. (See Section 6.36 of the RFB for an estimated number of households. Paid performance bond shall be in the names of and made payable to the - Perry Township Board of Trustees, Stark County, Ohio.

6.16.A Guarantee

Said performance bond shall guarantee that the successful Bidder will enter into a contract, at the prices set forth in its bid proposal, within ten (10) days after notice of bid acceptance, and deliver the required performance bond to the Board within such time.

6.16.B Timing

The successful Bidder shall furnish said performance bond within ten (10) days after the notice of acceptance of proposal to ensure faithful performance of all things to be done under the Contract. The performance bond shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

6.16.C Failure to Enter Contract or Furnish Performance Bond

If the successful Bidder fails to enter into a contract within ten (10) days or fails to deliver the required performance bond within such period, the Bidder and/or the surety on the Bidder's performance bond shall be liable to the Board for the amount of the performance bond, which shall be forfeited as damages for failure to perform.

6.16.D Duration

The performance bond shall continue in effect during the term of this Contract and any extensions to this Contract. The performance bond may have an annual renewable term. However, if a performance bond with an annual renewable term is utilized, the replacement bond shall be delivered to the Perry Township Fiscal Officer and Township Administrator no later than one hundred twenty (120) days prior to expiration of the current bond.

6.16.E Surety Coverage

The surety company providing the performance bond shall have a minimum policy holder's rating of A- and a minimum financial rating of VI and in all other respects be acceptable to the Board. Attorneys-in-fact who sign performance bonds must file a certified and effectively dated copy of their power of attorney, together with a copy of the Certificate of Authority issued by the Ohio Department of Insurance authorizing the surety company to engage in such business in the State of Ohio.

6.17 Non-Collusion Affidavit

Each bid proposal shall be accompanied by a notarized and fully executed Non-Collusion Affidavit in the form attached hereto and incorporated herein.

6.18 Personal Property Tax Affidavit

Each bid proposal shall be accompanied by a notarized Affidavit which attests that the Bidder is not charged with any delinquent personal property taxes on the general tax list of the personal property of Stark County, Ohio or that the Bidder is charged with delinquent personal property taxes on any such tax list, setting forth the amount of such due and unpaid taxes and any due and unpaid penalties and interest thereon.

6.19 Equal Opportunity Employer

Each bidder shall be an equal opportunity employer. Each bid proposal shall thus be accompanied by an Affidavit which attests that the Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sexual orientation, or physical or mental handicap. Said Affidavit is included in the form attached hereto and incorporated herein.

6.20 Completed Forms

Each bidder must complete and submit all applicable affidavits and forms included in this RFB. The failure of a bidder to submit fully executed copies of all applicable documents shall be grounds for rejection of the bid proposal.

6.21 Taxes

The Township, as a government entity, is generally exempt from State and Federal taxes. Prices shall not include taxes. If taxes of any kind are applicable, they shall be listed separately on the bid form or in an attachment. Exemption forms, when required, will be executed by the Township. The Board shall, upon request, supply the Contractor with any required proof of such exemption. Should the Township be subject to any taxes, the Contractor will include all applicable taxes in bid prices, less all discounts and refunds.

6.22 Clerical Mistakes in Bid

In the case of a price bid being substantially lower than other bids as the result of a mathematical or clerical mistake by a bidder in preparing its bid proposal, as opposed to a judgment mistake, the Township may, prior to award of bid, reject such a proposal upon presentation of a petition from the Bidder accompanied by a sworn affidavit of error setting forth the error, the cause thereof, and sufficient evidence to substantiate the same as a mathematical or clerical mistake and not a mistake of judgment. The petition must be made in writing and filed with the Perry Township Fiscal Officer at the Perry Township Business Office within two (2) business days after the bid opening.

6.23 Bid Opening

The bids shall be opened at the time and place named in the advertised Legal Notice to Bidders unless extended by the Board or unless, within ninety-six (96) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays, any modification of the contents of the RFB is issued and mailed or otherwise furnished to persons who have obtained the RFB, in which case the time for opening of bids shall be extended one (1) week, with no further advertising of bids required. Extensions by the Board shall occur by resolution passed prior to the time named for bid opening in the advertised Legal Notice to Bidders, or prior to the time named in the last prior extension resolution and may be for such period(s) as determined by the Board with no further advertising of bids required.

6.23.A Validity of Bid

All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

6.24 Selection of Bid

The Board collectively reserves the right to select the Bidder deemed to have submitted the lowest and best bid, as determined solely by the Board and/or its representative(s); to reject any and/or all bids, or any portion of any and/or all bids; to waive informalities or irregularities that do not affect the substance of the Specifications and contents of the RFB; and to award a contract in the manner deemed to be in the best interest of the Township.

6.25 Method of Compensation

The selected Contractor shall receive payment by directly billing residential units serviced per the rates quoted on a quarterly basis, in advance. Upon request, a list of residential units serviced, with names and mailing addresses, will be provided by the Contractor to the Board at the time of each billing.

6.25.A Unit Prices

The unit prices bid for the full one (1) year term of the Contract for each item shall include all labor, material, vehicle, equipment, fees, permits, disposal charges, and all other incidentals necessary to provide the required services in every and all respects.

6.25.B Modification of Rates

The Contract shall not modify rates during the one (1) year of Contract period, whichever is agreed upon. The bid price may be renegotiated for the optional extension for a period of one (1) to five (5) years.

6.25.C Termination and Set Up

The residential unit Subscriber shall directly notify the Contractor of the need for service termination. The Contractor shall, at its discretion, send a "final bill" for services rendered at the residential unit to the current account holder.

New residential unit subscribers shall directly notify the Contractor of their move-in date, name, address, and contact telephone number.

The Board will provide area realtors, developers, Township employees, and the local Board of Education with educational material pertaining to the logistics of the Board's Waste and Recycling Program, thereby assisting residential unit subscribers with the termination or set up of solid waste, yard waste, and recycling collection service.

6.26 Contractor's Responsibility for Bad Debt

The Contractor shall provide continuous, non-stop service to all delinquent and/or past due residential unit accounts until Contractor provides thirty (30) days' written notice to the delinquent Householder, after which time service may be terminated for non-payment of past-due accounts. The Contractor shall be responsible for holding and collection of delinquent accounts as an uncollected accounts receivable. The Contractor shall endeavor to collect unpaid or past due accounts according to their established standard payment collection procedure. Neither the Board nor the Township shall be responsible for any debts that remain uncollected from Subscribers, for any expenses incurred by the Contractor in servicing such residential units, or pursuing collection of such delinquent amounts, or for any other claim by Contractor based upon such service(s) and non-payment(s).

6.27 Discount

Persons sixty-two (62) years of age and older who are the head of household of a residential unit shall receive a discount often percent (10%) off the total price of collection services.

6.28 Temporary Suspension

Any Householder may temporarily suspend services upon request. Such temporary suspension of services shall occur only upon the Contractor receiving a request for a temporary suspension of services from the responsible Householder. Such temporary suspension of services shall be for a minimum period of one (1) month. There shall be no maximum time limit on the temporary suspension of service. This provision shall not apply to a Householder requesting a temporary suspension of services for a period less than one (1) month.

6.29 Disposal Sites

All refuse must be disposed of at a site approved by the Stark, Tuscarawas and Wayne Recycling District ("Stark District"). A list of approved sites is available from Stark District upon request.

6.30 Findings for Recovery

The successful Bidder must warrant that it does not have, and/or is not subject to any findings for recovery with the State of Ohio, in accordance with Section 9.24 of the Ohio Revised Code.

6.31 Non-Assignment

The selected Contractor cannot assign this Contract without the prior and collective consent of the Board.

6.32 Private Access Roads

Perry Township residents located on private access roads are excluded from this Contract and can obtain service through any garbage collection provider. Residents located on all other private access roads may be included in this Contract at the same rate, upon mutual agreement of the Contractor and those residents.

6.33 Informational Public Meeting

The selected Contractor may be required to coordinate, hold, and conduct an informational public meeting in Perry Township on service transition and establishing accounts for Householders requiring service. Date, time, and location for the meeting will be determined upon mutual agreement of the Bidder and Perry Township. Township shall have the right to waive the necessity of such meeting at the Township's absolute discretion.

6.34 Exceptions to Specifications

The purpose of these Specifications is not to exclude any vendor, but to establish a standard of performance. Deviations from the Specifications, except in minor respects, shall be cause for rejection of the entire bid.

Bidders must indicate exceptions to or deviations from the Specifications, if any, on the page entitled "Exceptions" (See Appendix A). If additional space is needed to explain the exceptions or deviations, additional 8 ½ x 11" sheets of white paper may be attached to the bid for this purpose.

Exceptions and deviations shall be described in full detail. Exceptions or deviations shall reference the paragraph and page of these Specifications where the excepted specification appears. Drawings, photographs, and technical information about the exception or deviation, and any substituted service shall be included in the bid.

The exceptions and deviations will be considered as part of the evaluations of the bids. Decisions concerning exceptions are within the sole discretion of the Board and shall be final.

Bids taking total exception to these Specifications will not be accepted.

6.35 Workmanship

All work performed by the Contractor, Subcontractors, or any of their agents or employees, in connection with this Contract, shall be done in a competent and workmanlike manner. All work performed by the Contractor, Subcontractors, or any of their agents or employees, in connection with this Contract, shall comply with all Township, County, State and Federal health and safety regulations as are applicable within the boundaries of the unincorporated areas of the Township.

6.36 Collection Area; Number of Households to be Served

The areas to be served under this contract are the entire unincorporated areas of the Township. According to the Perry Township Comprehensive Plan, there are over twenty-eight thousand (28,000) residents and almost twelve thousand (12,000) households existing within the unincorporated areas of Perry Township that could be the subject of this Contract. This count is presented by the Board as a general indication of the scope of the Contract, and it is submitted in good faith upon the basis of information available to the Board.

The Board makes no representation as to the reliability of this number; no guarantee of such number is made by the Board, and the Board shall not be liable upon any basis if such estimate proves inaccurate. However, the bid price computation for the services to be rendered under this Contract shall be based on this estimate. Bidder is responsible for verifying the estimated number of households to be serviced.

6.37 Collection Rights

Pursuant to Section 505.27 of the Ohio Revised Code, and except as otherwise provided in this RFB, the Contractor shall be the exclusive provider for the unincorporated areas of the Township of the services described in this RFB and rendered under this Contract. No person, firm, or corporation, other than the Contractor authorized by the Board, shall provide such services, and the Board will cooperate with the Contractor in reasonable efforts to enforce this provision.

6.37.A Exclusive Right

The Contractor shall be granted the exclusive right, by lawful contract, to undertake the collection and disposal described in Section 6.10 of these Specifications.

6.37.B Covered Homeowners

All Homeowners in the Township who use a curbside trash hauler, with the exception of those described in Section 6.32, shall utilize the service of the Contractor for the collection and disposal of garbage and refuse, including recyclables. Householders with another legal means of disposing of their trash are not required to use the Contractor.

6.37.C Restrictions

No Homeowner shall employ any individual or firm other than the Contractor to collect, transport, or dispose of garbage or refuse, including recyclables, and no firm, hauler, or person other than the Contractor shall provide services outlined in this RFB to Homeowners within the Township (See Section 505.27 of the Ohio Revised Code). Any firm, hauler, or other person, other than the Contractor, that provides collection, transportation, and/or disposal of garbage or refuse to

Households covered under this RFB and Contract, including recyclables as outlined in this RFB within the Township, shall be subject to the penalties provided in Section 505.27(A)(2)(b) of the Ohio Revised Code. The only exception to this is detailed in Section 6.40.E of this RFB.

6.38 Collection Times

The frequency of collection shall be once each week for each household. Collections shall occur on days mutually agreed upon by the Township and the Contractor. Collections shall begin no earlier than 7:00 a.m. local time and end no later than 7:00 p.m. local time.

6.38.A Collection Changes

The Contractor shall not change the day of collection for any household without providing notice to, and receiving the advance approval of, the Board. The contact person is the Perry Township Administrator. If the Board collectively grants approval, a minimum of two (2) week's notice to the Resident is required prior to the actual change.

If a day of collection is changed, it shall be the responsibility of the Contractor to provide an advance written notice to each affected household.

6.38.B Postponing Collection

Collection shall never be postponed longer than two (2) working days following the regular day of collection.

6.38.C Holidays

The Contractor shall observe the following holidays, if such dates, or their legal observances by the State of Ohio, fall on the day assigned for collection: Labor Day - First Monday of September; Memorial Day - Last Monday of May; New Year's Day - January 1; Independence Day - July 4; Thanksgiving Day - Last Thursday of November; and Christmas Day - December 25. Collection not made on said holidays shall be made on the next workday or Saturday. A notice will be sent by the Contractor annually to each household with holiday collection dates. The advance quarterly billing issued by the Contractor to the Subscribers shall contain a reminder of the altered collection schedule as to holidays occurring in that quarter.

6.39 Collection Conditions

Within ten (10) working days after execution of a Contract with the Board, the Contractor shall furnish the Board with a final schedule for the collection of refuse and garbage, subsequent to the award of the Contract.

The Contractor shall also publish this schedule in a newspaper of general circulation in the Township and distribute it to each Resident/Subscriber by direct mail or by door hangers. Additionally, the schedule shall be displayed in a conspicuous place in Perry Township Hall for the convenience of Residents. The Contractor shall compile all of the conditions of this Contract to Subscribers, along with schedules, recycling information, and all other information pertinent to the Subscriber, in the form of a brochure or information sheet, which should be sent to each existing household and to all new Subscribers at the onset of service. In addition, the Contractor will conduct an informational meeting in Perry Township open to the public for Residents/Subscribers on service transition and establishing accounts for Householders requiring service.

Any delay or deviation from the published schedule shall be immediately reported to the Board and the Township Administrator.

6.40 Scope of Service and Technical Specifications

6.40.A Unlimited Quantity

The quantity of refuse or garbage, including recyclables and yard waste, subject to collection by the Contractor shall not be limited.

6.40.B Scope of Collection

The Contractor shall provide unlimited curbside refuse and garbage collection, including yard waste and bulk materials, together with those recycling services specified in Section 6.43 of these Specifications, to all single family and two-family dwelling structures that dispose of such materials through curbside pick-up within the unincorporated area of the Township on a regular weekly basis.

6.40.C Free Township Services

The Contractor will provide garbage, yard waste and recycling services, including dumpsters, without any charge, to all Township buildings and parks, including:

- Administration and Fire Administration Building: 3111 Hilton Street NW, Massillon, OH 44646
- Police Department: 622 Genoa Ave SW, Massillon, OH 44646
- Road Department: 1500 Jackson Avenue NW, Massillon, OH 44646
- Fire Station:
 - Fire Station 1: 1325 Perry Dr SW, Canton, OH 44710
 - Fire Station 2: 6425 Bosford St SW, Navarre, OH 44662
 - Fire Station 3: 3100 Bailey St NW, Massillon, OH 44646
- Parks/Cemetery:
 - Summerdale: 1212 Summerdale Ave N.W., Massillon, OH 44646 5
 - Trash cans around the pavilion, 4 trash cans around ball fields.

- Regis Perry Sr Park: 221 Lennox Ave S.W., Massillon, OH 44646
 - 8 trash cans around the 2 pavilions, 2 cans by the playground equipment, 6 cans around the ball fields.
 - Overflow lot at Regis Perry Park: South side of Harsh During the summer months there will be 1 can in this lot.
- Lynch Park: behind Handel's Ice Cream on Lincoln Way
 - 2 trash cans by picnic table.
- Meredith Park: 841 Genoa Ave. S.W., Massillon, OH 44646
 - 4 trash cans by the pavilion.
- Oakhill Park: 2621 Delaware Ave S.W., Canton, OH 44706
 - 6 trash cans around this park.
- 16th St Park: between Miles and Manor NW on 16th St NW
 - 4 trash cans around the ball fields.
- Fasnacht Park: 1126 Jackson Ave NW, Massillon, OH 44646
 - 3 trash cans around the community gardens.
- Richville Cemetery: NE Corner of Richville Dr and Navarre Rd SW
 - 1. trash can be inside the gate.

All of these containers shall be emptied weekly or more often as necessary. Parks may be emptied less often in Winter.

6.40.D Garage-Side Service

In cases where physical impairment of a Householder is established by a physician, garage-side pickup shall be performed by the Contractor at the established rate of curbside service. Garage-side pickup means the Contractor shall collect all refuse and garbage, including yard waste, bulk materials, and recyclables, at a location other than at the curbside which is mutually agreed upon by the disabled Householder and the Contractor.

6.40.E Commercial Refuse

Refuse of commercial nature, such as automobile or truck parts, tree trunks and construction materials, such as broken concrete, shall not be picked up under the Contract. Collection of significant quantities of commercial refuse shall be classified as "extra service," and may be handled by the Contractor at additional rates specified by the Contractor, with payment made by the Subscriber directly to the Contractor. Such services shall not be a part of the exclusive Contract between the Board and Contractor. Volumes of construction materials, in other than household quantities, shall be subject to additional charge upon the approval of the liaison designated by the Board. Such services may be handled by the Contractor at additional rates specified by the Contractor, with payment made by the Subscriber directly to the Contractor. Such services shall not be a part of the exclusive Contract between the Board and Contractor. A Householder with excessive construction materials or refuse of a commercial nature may contract with either the Contractor or another waste hauler of his or her

choosing.

6.40.F Bulk Material

Bulk material such as Board, fencing, paneling, and carpeting, shall be cut into four-foot (4') lengths and tied in eighteen-inch (18") bundles, weighing not more than fifty (50) pounds. All other bulk materials shall be picked up in one piece. Bulk material shall be picked up on the regular collection day.

6.40.G Recyclables

Recyclables shall be separately picked up on the regular collection day. Each bid shall state pricing reflecting the separate collection of recyclables on a weekly basis. Bidders shall use the Bid Proposal Form provided by the Board, which is attached hereto and incorporated herein.

6.40.H Yard Waste

The Board desires to compare bid prices with yard waste collected in three different ways. Each bid shall state pricing reflecting the collection of waste as described in 6.12.E.

6.40.I Loose Material

Loose material (rocks, bricks, blocks, dirt, sand, cement, etc.) must be bagged, boxed, or placed in trash cans, and is also subject to the weight restrictions in Section 6.40.F.

6.40.J Items Not Included

The Contractor shall not be required to collect animal waste or disposable diapers unless they are wrapped in moisture-proof material and are undetectable by odor. Additionally, the Contractor shall not be required to collect garbage or refuse from residential structures containing five (5) or more dwelling units, apartments, condos, commercial buildings, or industrial establishments. The Contractor may contract privately with such other entities, but such services shall not be a part of this Contract.

6.40.K Notice of Uncollected Items

"Notice of Uncollected Refuse or Garbage" cards will be provided by the Contractor to advise customers who have not complied with the required rules and regulations. The stubs of all such cards shall be kept on file for a period of six (6) months.

6.40.L Collection Containers

All collection containers shall be returned to the location from which they were removed, erect and **with lids in place.** All ninety-six (96) gallon wheeled totes must have their lids returned in the closed position after collection. If a collection container has no lid, such collection container shall

be placed upside down at the location from which it was removed. The Contractor shall immediately pick up or sweep up any materials that the Contractor spills during collection. The Contractor is also responsible for cleanup of all hydraulic or other fluids from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no event later than eight (8) hours after commencement of collection pickup, or the end of the collection day, whichever comes first. In the event the Contractor fails to adequately perform a cleanup required pursuant to this Section, the Board shall have the right, but not the obligation, to perform such services using Township employees and to recover the cost thereof pursuant to Section 6.47.F of this RFB. In no event shall the Contractor require, endorse, or suggest that a Subscriber places collection containers on a paved roadway surface to await collection.

6.40.M White Goods

The Contractor shall not be required to pick up White Goods containing Chlorofluorocarbons [CFC's] unless they display satisfactory evidence of CFC removal by a certified technician. If an appliance containing chlorofluorocarbons (CFC's) is placed for collection without certification of proper CFC removal attached, the Contractor shall notify the Householder that CFC removal is available through the Contractor at the not-to-exceed price included in the Bid Proposal pursuant to Section 6.12.O. If the Householder elects to use such service, the Contractor shall arrange for the proper removal of all CFC's from such appliances in compliance with all applicable laws and regulations. In such event, the Contractor shall charge the Householder the not-to exceed price for removal of all CFC's included in the Bid Proposal pursuant to Section 6.12.D.

6.41 Collection Containers

Sealed plastic bags (designed as refuse or garbage containers) of sufficient strength to hold the contents [which shall not exceed fifty (50) pounds], sealed paper bags (designed as refuse or garbage containers) of sufficient strength to hold the contents [which shall not exceed fifty (50) pounds], and metal or plastic cans or barrels [with handle(s)], shall be considered authorized containers for garbage or refuse. Such containers shall be supplied by the Subscribers. Alternate wheeled containers, approved by the Board, must be made available by the Contractor for an additional charge (rental), at the option of the Subscriber.

Cardboard boxes will be acceptable containers for bulky or loose materials other than garbage; however, the Contractor may refuse to accept such boxes if they are overloaded or become wet.

The Contractor shall tag all containers which are unauthorized or unserviceable, and which do not have serviceable handle(s) for lifting and carrying, which have holes in the bottom, or which are otherwise not suitable for use. Such tags shall advise the Subscriber of the reason why the container may not be used.

The Contractor shall exercise reasonable caution in the handling of the containers to avoid damage to the same. Containers which have been substantially damaged through the fault of the Contractor shall be replaced by the Contractor, with containers of like kind and quality as those damaged. The Contractor shall not be held responsible for plastic cans of insufficient strength which may crack from exposure to

freezing temperatures.

6.42 Collection Vehicles

The Contractor shall use enclosed, leak-proof, packer-type truck bodies. All vehicles shall be kept in good and efficient working order to ensure proper and efficient service to the Township. Refuse, but not garbage, may be picked up by other types of equipment, provided they shall be kept neat and covered, if appropriate, so as not to scatter or litter within the limits of the Township.

All vehicles shall be clearly and visibly marked on each side with the name and telephone number of the Contractor. All equipment shall be maintained in good condition and washed and painted uniformly.

6.43 Recycling Program

Recyclables shall be collected at the curbside collection for each household and during the time period specified in Section 6.38. Recyclables shall be picked up on the same collection day as other trash for the affected household.

The Contractor is solely responsible for returning all separated recyclable materials to market where they can be turned into similar or new products. The Contractor shall be responsible for the collection, separation, transportation, and disposal of the recyclables, by delivering them to a place that will accept them for recycling, even if there is no market for the same.

6.43.A Reports

The Contractor shall submit quarterly reports to the Board indicating the amount of placement of various types of recyclable materials into the secondary materials market. These reports must include specific information on overall recycling tonnage; tonnage per household and which facilities were used to place the recyclables. Only if there is no possible recycling placement of such separated items will the Contractor be allowed to simply landfill the recyclables, and consideration shall be given by the Board to the deletion of such items from the list of recyclables.

6.43.B Containers

Upon the request of the Subscriber, and at no additional charge to the Subscriber, the Contractor shall purchase and provide up to two (2) eighteen (18) gallon recycling containers for each residence. The specific design and color of such recycling containers shall be agreed upon between the Board and the Contractor following award of the Contract. Contractor shall replace any damaged recycling containers at no additional charge to the Subscriber. Wheeled totes measuring sixty-five (65) gallons used for recycling shall be quoted as optional items.

6.43.C Profits

The Contractor shall retain any and all profits from the sale of recyclable items.

6.43.D Specifications

All conditions, restrictions, and limitations otherwise set forth in these Specifications shall apply to this Recycling Program.

6.44 Disposal

The Contractor is solely responsible for the disposal of all refuse and garbage, including recyclables and yard waste, collected pursuant to this Contract at a fully licensed landfill or other approved facility. All refuse and garbage, including recyclables and yard waste, collected within the Township shall be legally disposed of by the Contractor outside the limits of the Township, and pursuant to any limitations set forth within these Specifications. The Contractor shall be responsible for all charges incurred in the disposal of the refuse and garbage, including recyclables and yard waste.

6.45 Insurance and Indemnification

The Contractor shall secure, pay for, and maintain until completion of the Contract (including any extension) such insurance and shall indemnify the Township and the Board as provided in Sections 9.4 and 9.5 of this RFB.

6.46 Strike or Failure to Perform

A strike or other work stoppage will not relieve the Contractor from any of the obligations imposed by the Contract herein. In the event of a strike by, or which affects, the employees of the Contractor, or failure of the Contractor for any reason to perform according to the conditions of this Contract, the Board may, but are not obligated to, make arrangements for immediate collection and disposition of residential refuse and garbage (including recyclables) for all single family and two-family dwelling structures within the Township served by this Contract, and the Contractor shall be responsible for any costs incurred by the Board for this collection. As provided in Section 6.16.E, the Contract performance bond shall be available for such purposes, but the Contractor's liability under this Section shall not be limited to the amount of the Contract performance bond, and the Contractor shall be liable to the Township for any shortfall. Further, failure to perform, except in the case of a strike or force majeure (i.e. delays caused by reason of civil commotion, riots, acts of God such as floods, earthquakes, tornadoes, etc.); or any other circumstances beyond the control of the Contractor; shall be grounds for immediate termination of this Contract at the Board' discretion.

6.47 Complaints; Liquidated Damages; Clean-Up Reimbursement

6.47.A Complaints

The Contractor shall be responsible for final resolution of Subscribers' complaints. Where complaints requiring the attention of the Contractor are received by the Board, the Township Administrator shall notify the Contractor of such complaints and may suggest remedies where the

same are needed.

All complaints shall be given immediate and courteous attention. The Contractor shall respond by telephone to all complaints within twenty-four (24) hours of receipt of the complaint, unless the complaining individual fails to leave a telephone number at which they can be reached. When a complaint is received on Friday, or a day preceding a holiday, it shall be serviced on the same day if possible or on the next workday.

In the case of missed scheduled collections, the Contractor shall investigate and arrange for collection within twenty-four (24) hours (or the next workday) after the complaint is received. If collections are not made within twenty-four (24) hours (or the next workday), the Contractor shall give a credit for the collection on the bill(s) of the Householder(s) who did not receive timely service. Additionally, in the event of a justifiable repetitive complaint, the Administrator, on behalf of the Board, may request restitution by the Contractor, to the Subscriber, for a specified amount deemed appropriate by the Board.

6.47.B Liquidated Damages

If the Contractor misses or fails to make a collection on the regularly scheduled day from any residential unit(s) on the same street three (3) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, then the Board may determine that a service violation has occurred and assess liquidated damages in an amount equal to the lesser of Twenty-five Dollars (\$25.00) per residential unit or Two Hundred Fifty Dollars (\$250.00) per street (no more than one (1) mile in length).

If recyclable materials that are not commingled with non-recyclable items are disposed of in a landfill without prior approval of the Board, the Board may determine that a service violation has occurred and assess liquidated damages in an amount equal to the lesser of Twenty-five Dollars (\$25.00) per residential unit or Two Hundred Fifty Dollars (\$250.00) per street (no more than one (1) mile in length) per day.

The remedies available pursuant to this Section are in addition to any other remedies available to the Board pursuant to this Contract, and the Board' determination not to pursue any remedy in response to a failure to perform shall not constitute a waiver by the Board of the right to exercise any remedy in response to a subsequent failure to perform.

6.47.C Business Address

The Contractor shall have an established business address within sixty (60) miles of the Perry Township Office, located at 3111 Hilton Street NW, Massillon, Ohio 44646, and maintain telephone facilities with a non-toll telephone number from the Township, which shall be staffed by a live operator on working days from 8:30 a.m. to 5:00 p.m., and be available during those times to receive any

complaints regarding the Contractor's services to residential units. The Contractor shall have a supervisor on duty within the Township during days of collection who shall maintain cellular telephone service such that the supervisor can be reached at all times during the performance of the collection services.

6.47.D Communication Equipment

In the interest of expediting the processing of Subscribers' complaints, establishing service to new Subscribers, and for other communications purposes, the Contractor shall provide operating radios, radio-telephone receivers and transmission equipment, or cell phones in all operating collection vehicles regularly used for collection in the Township.

6.47.E Records of Complaints

The Contractor shall supply the Board four (4) times per year, with copies of all complaints and indicate the disposition of each complaint. Such records shall be available for inspection by the Board at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved.

6.47.F Clean-Up Reimbursement

In the event the Board perform cleanup services pursuant to Section 6.40.K herein, the Township may recover the cost of such services at the rate of One Hundred Dollars (\$100.00) per service call, plus Fifty Dollars (\$50.00) per hour for services performed. The remedy available pursuant to this Section is in addition to any other remedies available to the Board pursuant to this Contract, and the Board' determination not to pursue any remedy in response to a failure to perform shall not constitute a waiver by the Board of the right to exercise any remedy in response to a subsequent failure to perform.

6.48 Compliance with Stark District Requirements/ Reporting

The selected Contractor must comply with all requirements of the Stark, Tuscarawas, Wayne Recycling District ("Stark District"), including any and all reporting requirements promulgated by Stark District. Contractor further agrees to use only those facilities, landfills, and transfer stations designated and approved by Stark District as "Designated Facilities."

6.49 Collection Day Preferences

To the extent possible, the Contractor agrees to provide residential refuse and recycling collection on Fridays for Perry Township.

6.50 Financial Statements of Bidders

All submitted bids shall include the financial statements of the bidder/company for the past one year. "Financial Statements" include the balance sheet, income statement, and cash flow statement.

Section 7 - Proposal Submission

In responding to this RFB, Bidders must comply with each of the format and submission requirements detailed in this section.

7.1 Number of Copies

Two (2) complete signed originals, and a digital copy of the bid must be submitted.

7.2 Form of Bid Submission

Bids shall be submitted in substantially the following form:

- The bid shall be submitted in hard and digital copy (thumb drive).
- The bid shall be submitted on the forms contained in this RFB. The forms shall be fully completed in accordance with this RFB.
- The bid shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein, as well as the address, telephone number, email address, and other contact information for the person, party, or parties submitting the bid.
- The bid and all submitted documents shall be submitted with all blank spaces completed.
- Bids shall not contain any erasures or corrections. Bids containing erasures or corrections may be rejected unless the erasures or corrections are explained or noted over the signature of the Bidder.
- The bid shall be signed in ink by a person authorized to sign the bid on behalf of the person or principal submitting the bid. The signer shall be authorized to bind the Bidder.
- Bids shall include the information satisfying and/or addressing the Specifications contained in this RFB.
- Each bid shall contain the bid price as provided for in Section 6.12 of this RFB.
- The Bidder must complete and submit all affidavits and forms included in this RFB, including the following:
 - 1) Fully executed and notarized Non-Collusion Affidavit;
 - 2) Fully executed and notarized personal property tax affidavit (Not Delinquent or Delinquent as applicable);
 - 3) If the Contractor is a corporation, a notarized and fully executed affidavit indicating that the person that signs the bid and the Contract is authorized to sign on behalf of the corporation and bind the corporation;
 - 4) Fully executed Non-Discrimination Clause;
 - 5) Any other form required by this RFB.

All affidavits and forms referenced above are attached hereto and by this reference incorporated into this RFB and Contract.

The Bidder must submit a completed W-9 form. The bid shall be enclosed in a sealed opaque envelope

addressed and submitted to:

Gerrie Cotter, Perry Township Administrator, Perry Township Office, 3111 Hilton Street NW,
Massillon, OH 44646

The outside of the envelope shall be clearly marked: "Solid Waste Bid."

7.3 Bid Submission

Bids shall be submitted as follows:

- Bids will be received during standard business hours (8:30 a.m. to 4:00 p.m. Monday through Friday) beginning July 22, 2026 until 4:00 p.m. local time and ending at 4:00 pm on August 11, 2026.
- Bids received after this time and date shall not be considered and will be returned unopened.
- Bids will be received at and shall be either mailed or delivered to:

Gerrie Cotter, Perry Township Administrator, Perry Township Office, 3111 Hilton Street NW, Massillon, OH 44646

- Mailed bids must be physically received by the Township at or before 4:00 p.m. local time on August 11, 2026. Date mailed and postmarks will not be considered as the date received.
- Bidders are responsible for the timely submission of bids.

7.4 Bid Price

The bid price shall be as provided in Section 6.12 of this RFB.

7.5 Organization of Bid

Bids shall be organized in the following sections. The sequence of the sections shall be the same as the sequence of the sections in the list below.

A. Cover Letter

The cover letter shall meet the following requirements:

- Be in the form of a standard business letter.
- Contain a statement guaranteeing the validity of the bid for a period of no less than sixty (60) days after bid opening date although not accepted or rejected.
- Contain a statement certifying Bidder's compliance with the minimum Contractor

- qualifications as provided in this RFB.
- Be signed by an individual authorized to legally bind the Bidder.
- Contain the name, address, telephone number, facsimile number, and email address of:
 - 1) A contact person with authority to answer questions regarding the bid.
 - 2) A contact person to be notified regarding legal/contractual issues.

B. Bid Form

The fully completed Bid Form as contained in this RFB shall accompany this bid. Included on the bid form or, if necessary, on an attached 8 ½ x 11" sheet of white paper, shall be the following:

- Bidder contact information.
- Bid price as provided in Section 6.12 of this RFB.
- History of the Bidder.
- As much detail as possible about the Bidder's capabilities.
- As much detail as possible about the Bidder's experience relating to the Specifications contained in this RFB.
- Bidders' qualifications and certifications.
- Three (3) non-Bidder/Contractor-owned or non-business partner customer references where the Bidder has provided similar Services.

C. "Exceptions" page (If Applicable)

D. RFB

A complete copy of the RFB with all blanks completed shall accompany the bid.

E. Forms

The following forms attached to and/or required by this RFB shall accompany the bid:

- Affidavit of Authority to Sign on Behalf of the Principal;
- Non-Discrimination Form;
- Personal Property Tax Affidavit (No Tax Owed or Tax Owed);
- Non-Collusion Affidavit;
- Any other form required by this RFB.

All forms shall be fully completed. All above referenced affidavits and forms are attached to this RFB and by this reference incorporated into this RFB and the Contract.

F. Bid Security

All bids shall be accompanied by bid security in accordance with Section 6.15 of this RFB.

G. Required Documents

The following documents shall accompany the bid:

- Completed W-9;
- Proof of Insurance/Certificates of Insurance (worker's compensation and insurance policies required by RFB);
- Any other documents required by this RFB (See Section 6).

All documents referenced above shall be furnished by the Bidder. By this reference the above documents are incorporated into this RFB and the Contract.

H. Additional Information

Any additional information or attachments pertinent to the Contractor's bid not included under one of the required sections listed above.

7.6 Failure to Submit Required Documents

The failure of a Bidder to submit any information, affidavits, forms, or other documents required by this RFB and/or if any such affidavits, forms, or other documents are not fully completed; this may result in rejection of the entire bid.

Section 8-Evaluation of Bids and Award

8.1 Committee for Review

Following the submission of bids, the Committee for Review will submit its mutually agreed-upon final recommendation to the Board for review and evaluation. The Board will ultimately be responsible for selecting the winning bid.

8.2 Evaluation

Evaluation of responses to this RFB will consist of the following three (3) phases:

Phase I: Evaluation of Minimum Technical Requirements

Phase II: Evaluation of Contents, Merits, and Requirements

Phase III: Selection by Board

The Board reserves the right to supplement or change the evaluation process or selection criteria.

8.2.A Phase I-Evaluation of Minimum Technical Requirements

The first phase of the evaluation process consists of a review of all bids received to ensure that each bid meets the minimum technical requirements contained in this RFB, including, but not limited to, those identified below:

- 1) The Bidder must submit two (2) complete signed originals and a digital copy of the bid by the bid submittal deadline;
- 2) The Bidder must sign the bid in accordance with this RFB;
- 3) The bid must include the documents, forms, and information as specified in this RFB and such documents, forms, and information must be completed; ***and***
- 4) The Bidder must comply with all other minimum technical requirements contained in this RFB.

Bids that have been determined not to have met one or more of the mandatory minimum technical requirements will be excluded from any further consideration.

8.2.B Phase II - Evaluation of Contents, Merits, and Requirements

The second phase of the evaluation process will only include those bids meeting the minimum technical requirements as provided in Section 8.2.A above (i.e. passing Phase I of the evaluation process). Such bids will be evaluated based on, but not limited to:

- The contents of the bid;
- The merits of the bid;
- The experience of the Bidder;
- Favorable references;
- The ability of the Bidder to provide the Services;
- The ability of the Bidder to act timely in providing the Services;
- The ability of the Bidder to comply with the requirements of the RFB; and
- The dollar amount of the bid.

Bidders submitting bids may be requested to make a presentation to the Board to explain the bid and to answer any questions. These discussions will be with the Bidders deemed fully qualified and best suited among those submitting bids based on the factors listed above.

Bids will be ranked according to the lowest and best. Based on such ranking, a recommendation will be made to the Board.

8.2.C Phase III - Selection by Board

The Board shall award the Contract to the Bidder deemed to have submitted the lowest and best bid, as determined solely by the Board and/or its representative(s). The Board collectively reserves the right to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that

do not affect the substance of the Specifications and contents of the RFB, and to award a contract in the manner deemed to be in the best interest of the Board and Perry Township.

8.3 Award

The Contract will be awarded as follows:

- 1) Except as otherwise provided in this RFB/Contract, ALL BIDS OPENED SHALL BE FINAL. There shall be no oral interpretations of Bid Proposals from the floor.
- 2) Upon review of the bids, the Board shall either: (a) reject any or all bids or any portion of any or all bids; or (b) award the Contract to the lowest and best Bidder as determined by the Board and/or their representative(s). In making such determination, and in the event of a discrepancy, the correct total of the unit prices reflected on the Proposal shall govern over the total unit cost as stated by the bidder. Such a contract shall be in writing. The Contract shall be in the form included in this RFB.
- 3) The Board reserve the rights to select the Bidder deemed to be the lowest and best Bidder, as determined solely by the Board, to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the Specifications and contents of the RFB, and to award the bid in the manner deemed to be in the best interest of the Township.
- 4) The Board reserves the right to consider all elements entering into the question of determining the qualifications and responsibility of the Bidder, his or her agent(s), or representative(s). Any bid proposal which, in the judgment of the Board, is incomplete, conditional, obscure, or which contains irregularities that affect the substance of the Specifications and contents of the RFB, may be rejected. The Board reserves the right to reject any and all bid proposals, to waive irregularities that do not affect the substance of the Specifications, and to make the award in the best interests of the Township.
- 5) Upon execution of the Contract, the Board shall return, in a timely manner, the bid security of all unsuccessful bidders. The Contractor's bid security will be returned upon execution of the Contract and delivery of the performance bond to the Board.
- 6) The Contract shall be in writing.
- 7) The Contract shall be in the form included in this RFB.

8.4 Investigation

The Board or Committee for Review may make such investigations deemed necessary by the Board to determine the ability of the Bidder to perform the work required by this RFB and the Contract.

8.5 Mathematical Error

In the case of a bid being substantially lower than other bids as the result of a mathematical or clerical mistake by a Bidder in preparing its bid, as opposed to a judgment mistake, the Board may, prior to award of a contract, reject such a bid upon presentation of a petition from the Bidder accompanied by a sworn affidavit of error setting forth the error, the cause thereof, and sufficient evidence to substantiate the same as a mathematical or clerical mistake and not a mistake of judgment. The petition must be made in writing and filed with the Board within two (2) business days after the bid opening.

Section 9 - Terms and Conditions

9.1 Contractor Acknowledgement

By submitting a bid, the Bidder makes the following acknowledgements:

- The Bidder acknowledges that the Bidder has fully and completely read and reviewed this RFB, that the Bidder fully and completely understands this RFB, and the Bidder agrees to be bound by all its terms, requirements, and conditions.
- The Bidder acknowledges and understands that the Contract is not valid until it has been approved by the Board and all other necessary and applicable persons, entities, or Parties.

9.2 Reservation of Rights

The Board collectively reserve the following rights in relation to any submitted bid and/or the Contract:

- 1) The right to disqualify any bid that takes Exception to or limits the rights of the Board.
- 2) To refuse any bid not properly submitted in accordance with the requirements of this RFB.
- 3) To reject bids submitted with incomplete bid documents or forms.
- 4) To reject the selected bid and/or other bids at any time prior to execution of the Contract.
- 5) The right to cancel this RFB at any time.
- 6) To reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract.
- 7) The Board shall award the Contract to the Bidder deemed to have submitted the lowest and best bid, as determined solely by the Board and/or its representative(s). The Board reserve the right to reject any and/or all bids, or any portion of any and/or all bids; to waive informalities or irregularities that do not affect the substance of the Specifications and contents of the RFB; and to award a contract in the manner deemed to be in the best interest of the Board and Perry Township, Stark County, Ohio.

9.3 Independent Contractor

The Contractor shall act in the performance of this Contract as an independent contractor. As an independent contractor, the Contractor and/or its officers, officials, Board, employees, representatives, agents, volunteers, and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, Township, or Stark County, Ohio. The Contractor shall be responsible for payment of all employment-related taxes, employee benefits, and Worker's Compensation premiums.

Additionally, Contractor and its employees are not entitled to any benefits of the Ohio Public Employees Retirement System ("OPERS"). Pursuant to Section 145.038 of the Ohio Revised Code, if the selected Contractor is an entity with fewer than five (5) individual employees, the Board shall require the Contractor to acknowledge, in writing on a form provided by OPERS, that the Contractor has been informed that the Board does not consider the Contractor a public employee and that no contributions will be made to the OPERS for the services provided under this Contract (see form provided in Appendix C).

9.4 Indemnification

The Contractor shall provide indemnification as follows:

- 1) To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties' performance of this Contract or the Contracted Parties' actions, inactions, or omissions. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise, and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including but not limited to attorney's fees.
- 2) The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories

and/or parts arising out of or resulting in whole or in part from any acts, inactions, or omissions, negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

- 3) To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties performance of this Contract or the Contracted Parties' actions, inactions, or omissions. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

9.5 Insurance/Worker's Compensation Insurance

The Contractor shall carry and maintain current throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Contractor shall present to the Board with current certificates of insurance and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- 1) Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- 2) Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including

coverage for subcontractors, if any are used, covering any and all work performed under this Contract.

- 3) Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.
- 4) Auto Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the Board, with coverage in an amount equal to that required by law and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles (solid waste collection vehicles) or particular uses of vehicles as required by applicable law.

The Board shall be named as "Additional Insureds" on the policies listed in paragraphs 2, 3, and 4 above.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

The Contractor shall be responsible for payment of all premiums for Worker's Compensation Insurance and all the above policies of insurance. All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The Contractor's insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the Contractor's insurance and shall not contribute to it.

The insurer shall provide thirty (30) days' written notice to the Township Administrator before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place. If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Township Administrator within seven (7) calendar days of change.

During the life of the Contract, the Board may require the Contractor to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested

certificate of insurance within seven (7) calendar days of the request may be considered as default.

Failure to maintain the required insurance coverage at any time during the term of the Contract shall be deemed a material breach of the Contract. Such failure shall render the Contract void in its entirety, and the Contractor shall not be entitled to any payment pursuant to the Contract or otherwise.

In addition to the rights and protections provided by the insurance policies as required above, the Board shall retain any and all such other and further rights and remedies as are available at law or in equity.

9.6 Bid Security/Bond

All bids shall be accompanied by bid security in accordance with Section 6.15 of this RFB.

9.7 Performance Bond

The Contractor shall be required to give an acceptable performance bond in the names of the Board in accordance with Section 6.16 of this RFB.

9.8 Damages in the Event of Default

The Board declares, and the Contractor acknowledges that the Board may suffer damages due to the failure of the Contractor to act in accordance with the requirements, terms, specifications, and conditions of the Contract. The Board declares and the Contractor agrees that such failure shall constitute an event of default on the part of the Contractor, and the Contractor agrees to pay damages to the Board to compensate the Board for any damages incurred as a result of the default. The Contractor agrees that if the Board does not give prompt notice of such a failure, the Board has not waived any of its rights or remedies concerning the failure by the Contractor.

In the event of default by the Contractor, the Board may procure the Services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

9.9 Termination

9.9.A Breach or Default

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable, or legal remedies. In the event of such a breach or default, the Contractor shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date of termination.

9.9.B Effect of Waiver of any Occurrence of Breach or Default

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable, or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the Board shall be authorized in writing and signed by a quorum of the Board.

9.10 Licenses

The Contractor certifies and warrants that it has obtained and maintains current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to provide all of the Services required pursuant to this Contract and to conduct business in the state of Ohio. The Contractor further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

9.11 Subcontracting

The Contractor may sub-contract any portion of this Contract. If Services are subcontracted, the Contractor shall continue to act as the prime contractor for all subcontracted Services and shall assume full responsibility for the performance of the Services. The Contractor will remain at the sole point of contact and shall be ultimately responsible for the performance of the Services.

9.12 Assignment

In accordance with Section 6.31 of this RFB, the Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract or its right to execute it or its right, title, or interest to it or any part thereof, or assign any of the moneys due or to become due under the Contract, without the prior written consent of the Board.

9.13 Inspection and Maintenance of Records and Work Papers/Audit

At any time during regular business hours, with reasonable notice and as often as the Board or their representatives may deem necessary, the Contractor shall make available to any or all of the above-named parties or its authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, reports, documents, and all other information or data relating to all matters covered by this Contract. The Board or its representatives shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies, and/or transcripts of any and all documents relating to all matters covered by this Contract.

The Contractor, for a minimum of three (3) years after reimbursement/compensation for Services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings, and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Contractor shall retain and maintain and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

9.14 Notices

All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, confirmation of receipt required, to the following individuals at the following addresses or facsimile numbers and shall be effective on the date received:

Contractor:

Facsimile: _____

Board:

Perry Township Board of Trustees

Perry Township Office
3111 Hilton Street NW
Massillon, OH 44646

gcotter@perrytwp.com

9.15 Equal Employment Opportunity

In fulfilling the obligations and duties of the Contract, the Contractor shall comply with all federal, state, and/or local non-discrimination laws.

The Contractor shall not discriminate against any employee or applicant for employment on the basis

of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, handicap, or disability, as defined in the Americans with Disabilities Act. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to any of the above listed factors. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal, state, and local non-discrimination laws. The Contractor shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

9.16 Drug Free Environment

The Contractor agrees to comply with all applicable state and federal laws regarding a drug-free environment and shall have established and have in place a drug-free environment policy. The Contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

9.17 Findings for Recovery

In accordance with Section 6.30 of this RFB, the Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

9.18 Non-Collusion

The Bidder/Contractor certifies as follows:

- This bid/Contract is not entered or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.
- This bid/Contract is genuine and not collusive or a sham.
- The Bidder/Contractor has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any other person or entity concerning or regarding this Contract.
- The Bidder/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of this Contract, to fix any overhead, profit, or cost element of this Contract, or to secure any advantage against the Township or

County or anyone interested in this Contract.

- The Bidder/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said Bidder or any other Bidder, or to fix any overhead, profit or cost element of such bid price or that of any other Bidder, or to secure any advantage against the Township or County or anyone interested in the proposed contract.
- This bid/Contract is not a product of collusion with any other vendor, person, or entity, and no effect has been made to fix any overhead, profit or cost element of any proposed price.
- The Bidder/Contractor is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the Bidder/Contractor from entering this Contract.
- The Bidder has not, directly or indirectly, submitted its bid price or any break-down thereof, or the contents thereof, or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the Bidder in its general business.
- All statements contained in the bid are true.
- All statements contained in the Contract are true.

9.19 Conflict of Interest

The Contractor agrees that no agent, officer, or employee of the Board during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

The Contractor agrees that it will not employ in any manner a current Board member or employee for a minimum period of one (1) year from the expiration or termination of this Contract, without the prior express written consent of the Board.

No personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under the Contract.

The Contractor will not knowingly permit any public official or public employee who has any responsibilities related to the Contract to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the Board knowledge of any such person who acquires an incompatible or conflicting personal interest related to the Contract. The Contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under the Contract, unless the Board have determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Each bid must include a statement indicating whether the Bidder or any person(s) that work for the Bidder in relation to the Contract have a possible conflict of interest (e.g., employed by the State of

Ohio; Stark County, Ohio; the Board; work on a related contract; or participation in the development of the Specifications or requirements for this RFB) and, if so, the nature of that conflict. The Board have the right to reject a bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

9.20 Independent Contractor, No Contributions to OPERS

Contractor agrees that it is acting as an independent contractor under this Contract and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered under this Contract.

Further, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Contractor and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. By signing below, Contractor acknowledges and agrees that the Board, in accordance with R.C. §145.038(A), have informed it of such classification and that no contributions will be made to OPERS, and it further certifies that it has five (5) or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

9.21 Conflicts of Terms, Conditions, or Provisions

To the extent that the terms, conditions, or provisions of this RFB/Contract and any bid submitted by the Contractor may be inconsistent, the terms, conditions, or provisions of this RFB/Contract control.

9.22 Headings

Headings in this RFB/Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this RFB/Contract.

9.23 Severability

If any provision of this RFB/Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of this RFB/Contract shall remain in full force and effect.

9.24 Incorporation of RFB into Contract

The legal notice, this RFB, and all of its appendixes and attachments, any addenda, modification, or supplement to the RFB, and the Contractor's bid are by this reference incorporated into the Contract.

9.25 Incorporation of Appendixes

All appendixes, forms, and other documents as completed by the Contractor and contained in and/or referenced in this RFB are hereby incorporated into this RFB and the Contract.

9.26 Governing Law

This RFB/Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this RFB/Contract shall be filed in and heard before the courts of Stark County, Ohio.

9.27 Authority to Sign

Any person submitting a bid pursuant to this RFB and executing the Contract in a representative capacity hereby warrants that he/she has authority to submit a bid and sign this Contract or has been duly authorized by his/her principal to submit a bid and execute this Contract on such principal's behalf.

9.28 Entire Agreement

The legal notice, this RFB and all of its appendixes and attachments, any addenda, modification, or supplements to the RFB, and the Contractor's bid shall constitute the entire understanding and agreement between the Board and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

APPENDIX A

FORMS

STATEMENT OF QUALIFICATIONS DESCRIPTION

The Bidder is required to state, in detail, in the space provided below, its experience and qualifications for providing the services included in the proposed contract, to enable the Board of Township Trustees of Perry Township in Stark County, Ohio, to judge its responsibility, experience, skill, and financial standing.

Per Section 6.13 of the RFB, the Bidder shall show on the Statement of Qualifications information including not less than the following:

- 1) The character of previous work performed, along with references, and other detailed information which will enable the Board to determine responsibility, including experience, and skill. For each previous contract for collection of garbage, refuse and recyclables, the Bidder must furnish the following information: service area; local contact (with telephone number); description of service; annual contract amount; and kind and number of units serviced (e.g. Residential, Commercial, etc.);
- 2) The number of packer type vehicles and recycling vehicles available and assigned to collection within the Township under the bid, including model type and year;
- 3) The total number of vehicles located within Stark County and adjoining counties which are owned by the Bidder, and which would be available in the event of an emergency to assist in collection; and
- 4) At the election of the Bidder, the submittal to the Board of the latest financial statement of the Bidder may occur either within the Statement of Qualifications or by direct presentation to the Board. If the latter option is chosen, the financial statement shall be presented to the Board (either individually or as a group) for review in face-to-face meeting(s), with the proviso that it shall be returned to the Bidder upon completion of the review meeting(s) and not left with the Township. The Board does not represent or warrant that any such document will not be a public record subject to disclosure, and each Bidder shall consult with its legal counsel to assure itself as to any concerns in such regard. Each bidder shall indicate its chosen manner of submittal on the Bid Proposal Form.

This statement shall also include the following: evidence to the effect that the Bidder maintains a permanent place of business; a list of equipment available for work under the proposed contract, together with a statement as to its present physical condition and when it was purchased or otherwise obtained; and evidence to the effect that the Bidder has appropriate technical experience. Additional pages/information may be attached if space is insufficient.

Appendix A: Statement of Qualifications



STATEMENT OF QUALIFICATIONS (Per Section 6.13 of the RFB)

Bidder / Entity Name: _____

Permanent Business Address: _____

Local Office Phone: _____ **Email:** _____

1. Experience & Past Performance (Previous Contracts)

List previous or current contracts for garbage, refuse, and recyclables collection held within the past five (5) years. Attach additional sheets if necessary.

Contract Reference 1

- Service Area / Municipality: _____
- Local Contact Name & Title: _____ Phone: _____
- Description of Service Provided: _____
- Annual Contract Amount: \$ _____
- Units Serviced: Residential Units: _____ | Commercial Units: _____

Contract Reference 2

- Service Area / Municipality: _____
- Local Contact Name & Title: _____ Phone: _____
- Description of Service Provided: _____
- Annual Contract Amount: \$ _____
- Units Serviced: Residential Units: _____ | Commercial Units: _____

Contract Reference 3

- Service Area / Municipality: _____
- Local Contact Name & Title: _____ Phone: _____
- Description of Service Provided: _____
- Annual Contract Amount: \$ _____
- Units Serviced: Residential Units: _____ | Commercial Units: _____

2. Dedicated Fleet Inventory (Assigned to Perry Township)

List packer-type and recycling vehicles that will be directly assigned to service Perry Township.

Vehicle Type / Function	Make & Model	Model Year	Capacity / Tonnage	Physical Condition	Year Acquired

3. Regional Reserve Fleet (Emergency / Backup Support)

List additional vehicles owned by the Bidder within Stark County and adjoining counties available for immediate emergency deployment.

- Total Reserve Packer Trucks in Region: _____
- Total Reserve Recycling Vehicles in Region: _____
- Primary Facility/Yard Location for Reserve Fleet: _____

4. Financial Statement Submittal Election

Select ONE of the following options per Section 6.13:

- ☐ Option A (Attached): Financial Statements for the past one (1) year are attached directly to this proposal submission.
- ☐ Option B (In-Person Presentation): Financial Statements will be presented directly to the Board of Trustees in a private review meeting and returned to the Bidder upon completion.

5. Verification of Technical Experience & Permanent Business

Briefly describe technical qualifications, management structure, and evidence confirming the Bidder maintains a permanent place of business.

6. Execution & Certification

The undersigned hereby certifies that all statements made above and any attached documents are true, accurate, and complete.

Authorized Representative Signature(s): _____ Date: _____

Representative Title(s): _____

Printed Name(s): _____

Appendix A: Proposal Form (Price Sheet)



BID PROPOSAL FORM

RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE SERVICES PERRY TOWNSHIP, STARK COUNTY, OHIO

Bidder(s) Name: _____

Lead Contact Person(s): _____

Is this a Joint Venture Bid? [] YES [] NO

1. Base Service Unit Pricing

Rates must be calculated as a Total Unit Cost per Subscriber, per month, in accordance with Section 6.12. Prices shall not include taxes.

Item	Service Description	Total Unit Cost (Per Household / Per Month)
Scenario 1	Weekly solid waste collection combined with weekly yard waste disposal. Includes curbside recycling program.	\$ _____
Scenario 2	Weekly solid waste collection + recycling, with 5 designated yard waste composting pick-up days between April and October.	\$ _____
Scenario 3	Weekly solid waste collection + recycling, with separate weekly yard waste collection from April 1 to Nov 30, plus Christmas tree pickup.	\$ _____

2. Alternate and Optional Services

Optional items will not control the sole award of the bid but will be considered.

Optional Item	Service Description	Maximum Consumer Rate
Option A	CFC Removal fee per appliance (Section 6.12.D / 6.40.M)	\$ _____ per unit
Option B	Bulk Item removal fee (Section 6.12.D)	\$ _____ per

Optional Item	Service Description	Maximum Consumer Rate
		pickup
Option C	96-Gallon Wheeled Trash Container Rental (Section 6.12.D)	\$ _____ per month
Option D	65-Gallon Wheeled Recycling Tote Rental (Section 6.43.B)	\$ _____ per month

3. Acknowledgments & Execution

By signing below, the Bidder acknowledges that they have read and understood the RFB requirements, guarantee the validity of these rates for sixty (60) days following the opening date, and agree to execute the Contract within ten (10) days if selected.

Authorized Signature: _____ **Date:** _____

Printed Name & Title: _____

Appendix A: Questions Form



BIDDER QUESTION SUBMISSION FORM

Per Section 5.3, all written inquiries regarding this RFB must be submitted by 10:00 a.m. on July 29, 2026, via mail or email to gcotter@perrytwp.com.

Bidder Name: _____

Bidder Email Address: _____

Q#	RFB Section Reference	Page #	Bidder Inquiry / Clarification Requested
1			
2			
3			

Attach additional sheets if necessary.

Appendix A: Exceptions Form



STATEMENT OF EXCEPTIONS / DEVIATIONS

Bidders must note all exceptions to the technical Specifications or Contract terms below in full detail, referencing the exact paragraph and page numbers. Bids taking total exception will be rejected. If no exceptions are taken, write "NONE" below.

Bidder Name: _____

Section Reference	Page #	Description of Exception & Proposed Alternative Service

[] Check here if additional 8.5" x 11" sheets are attached to explain exceptions.

APPENDIX B

EVALUATION

FORM

Appendix B: Evaluation Form (For Internal Committee Use)



PHASE I & PHASE II BID EVALUATION MATRIX (For Perry Township Review Committee Only)

Bidder Name: _____ **Date Covered:** _____

Phase I: Minimum Technical Requirements (Pass/Fail)

Bids failing any mandatory requirement will be excluded from further consideration.

- ☐ Two (2) signed originals and digital copy submitted on time (August 11, 2026, at 4:00 p.m.)
- ☐ Signed in ink by authorized agent
- ☐ \$15,000 Bid Security Bond included
- ☐ All required Affidavits completed and notarized (Non-Collusion, Tax, EEO)

Phase I Result: ☐ PASS ☐ FAIL

Phase II: Merit and Capability Ranking (Scores assigned up to the maximum weighted points listed for each qualifier, totaling 100 points maximum).

Qualifier:	Description:	Weighting and Score:
Experience & Capabilities	Active 5-year operational footprint in Northeast Ohio. Fleet capabilities/emergency vehicles inventory	Weight: 15 points Score:
Local Customer Service Infrastructure	Staffed live toll-free operator setup and localized service transit plan.	Weight: 20 points Score:
Favorable References	Quality check on the three provided municipal/large corporate clients.	Weight: 15 points Score:
Financial Capacity	Review of balance sheet, asset allocations, and cash flow stability.	Weight: 20 points Score:
Financial Cost Metric Scenario 1	Evaluate pricing for Scenario 1. The cost of collecting yard waste together with solid waste as a combined disposable load to be collected on a weekly basis.	Weight: 10 points Score:

Financial Cost Metric Scenario 2	Evaluate pricing for Scenario 2. Combined weekly load with 5 designated yard waste days spread between April and October.	Weight: 10 points Score:
Financial Cost Metric Scenario 3	Evaluate pricing for Scenario 3. Separate weekly yard waste collection from April 1 to Nov 30, plus Christmas trees.	Weight: 10 points Score:
Overall Financial Cost Metric	Overall evaluation and comparison of pricing trends across Scenarios 1, 2, and 3.	Weight: 30 points Score:
Overall Score Total		Weight: 100 points Score:

Recommendation Note(s): _____

APPENDIX C

COMPLIANCE

TEMPLATES

1. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT (Required under Section 6.17 and 9.18)

State of Ohio, County of _____, ss:

I, _____ (Name of Authorized Representative), being first
duly sworn, depose and say that I am _____ (Title) of
_____ (Company/Bidder Name), the party making
the foregoing proposal or bid;

1. That such bid is genuine and not collusive or a sham;
2. That said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding;
3. That said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with any person to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Perry Township, Stark County, Ohio, or any person interested in the proposed contract;
4. That all statements contained in said proposal or bid are true.

(Signature of Authorized Representative)

Sworn to before me and subscribed in my presence this _____ day of _____, 2026.

(Notary Public)

My Commission Expires: _____

2. Delinquent Personal Property Tax Affidavit

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

(O.R.C. § 5719.042 / Section 6.18)

State of Ohio, County of _____, ss:

I, _____ (Name), being first duly sworn, state that I am the

_____ (Title) of

_____ (Company Name), and that:

(Select ONE of the following options)

☐ **NO TAX OWED:** The above-named company/entity was NOT charged with any delinquent personal property taxes on the general tax list of personal property of Stark County, Ohio, at the time of the submission of the bid herein.

☐ **TAX OWED:** The above-named company/entity WAS charged with delinquent personal property taxes on the general tax list of personal property of Stark County, Ohio, at the time of the submission of the bid herein.

Amount of due and unpaid delinquent tax, penalties, and interest: Delinquent Tax: \$ _____ |

Penalties/Interest: \$ _____

(Signature of Authorized Representative)

Sworn to before me and subscribed in my presence this _____ day of _____, 2026.

(Notary Public)

My Commission Expires: _____

3. Non-Discrimination and Equal Opportunity Employment Affidavit

NON-DISCRIMINATION AFFIDAVIT (Section 6.19 and 9.15)

The undersigned Bidder hereby agrees that in the performance of work under this Contract, it will comply with all federal, state, and local non-discrimination laws. The Bidder certifies that it will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, handicap, or disability as defined under the Americans with Disabilities Act. The Bidder agrees to post in conspicuous places, available to employees and applicants, notices setting forth the provisions of this non-discrimination clause.

(Company/Bidder Name)

By: _____ Date: _____
(Authorized Signature)

4. OPERS Independent Contractor Acknowledgment Form

INDEPENDENT CONTRACTOR / WORKER ACKNOWLEDGMENT

(O.R.C. § 145.038 / Section 9.3 and 9.20)

By signing below, I hereby acknowledge that I have been informed and agree that Perry Township, Stark County, Ohio, does not consider _____ (Company/Bidder Name) or any of its officers, employees, or sub-contractors to be public employees for the purposes of Chapter 145 of the Ohio Revised Code.

I further certify that no contributions will be made to the Ohio Public Employees Retirement System (OPERS) for or on behalf of the Contractor or its employees for performance under this Contract. I also certify that the bidding entity maintains five (5) or more individual employees or meets the statutory exemption criteria.

(Authorized Representative Signature)

(Printed Name and Title)

(Date)